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CURRENT TOPICS.

WE PRINT elsewhere the notice with reference to business during the Easter Vacation. There is no material change from the practice of former years. Mr. Justice JEUNE will be the judge during the whole of the vacation, which extends from the 14th to the 25th of April, both days inclusive.

THE NEW RULES under the Companies Acts, 1862 to 1890, and the Judicature Act, 1890, have been duly signed, and will come into operation on the 6th of May. The rules are thirty-seven in number, with an appendix of nine forms, so that no exception can be taken to them on the ground of undue prolixity. We must reserve a more detailed examination for next week. There is one general misapprehension which it may be well to correct. The new arrangement will not throw any additional work upon the existing bankruptcy registrars or their staff. The chamber work in connection with the winding up of companies will be under the control of a specially-appointed registrar, who, we believe, has already been selected, and a staff of clerks.

WHAT TOOK PLACE at the meeting of the Rule Committee on Wednesday last has not been made public, although it is supposed that the principal subject under discussion was the rules having reference to the transfer to Mr. Justice VAUGHAN WILLIAMS of the business under the Companies Acts. The question is being asked on all hands what cause of complaint has ever arisen as to the mode in which the chancery judges and their chief clerks have for many years carried on this by no means unimportant branch of chancery administrative business? It is believed that the chancery judges have not been consulted as to the propriety or necessity of the change. The slur cast upon them and on their chief clerks by the removal from them of a class of business in which they have made themselves proficient is such as might have raised an indignant protest, especially as there is no apparent fundamental ground on which it can be justified. To take away from men, duly qualified and experienced, work which is to be handed over to others who will have to learn everything in connection with their new duties, does not commend itself as a step in the right direction, either as being fair to suitors or to those who have spent years in making themselves acquainted with very complicated duties. As a partial answer to this comment, it is stated that certain clerks now engaged in the chambers of the chief clerks will be transferred to the new department. It does not yet appear whether the 793 orders for winding up companies, which according to the last issue of the Judicial Statistics are pending in the chambers of the chancery judges, will be transferred

en bloc to Mr. Justice VAUGHAN WILLIAMS to be completed by his staff, but if not, the wisdom of taking away from this work some of the clerks who would, but for their removal, have the task of carrying these cases to completion, is by no means apparent.

WHEN ONE reads the public speeches of the Lord Chancellor a famous remark about CHARLES II. is irresistibly called to mind. The wisdom of his sayings is not always borne out by his doings. Before the Land Transfer Bill was first introduced, he took occasion at the Mansion House to utter some most sound and admirable observations against depriving a man of any right without giving him compensation for what is taken from him, and to give a public pledge that the legislation of the Government "would proceed upon the lines of respecting the rights of all." He subsequently introduced a measure which, as he avowed in the House of Lords, could not be carried out without interfering with vested interests without compensation. As we have often pointed out, he protested in the House of Commons against legislation by rules—"this silent and secret mode of altering the law." Since he sat on the woolsack he has devoted every effort to extend and develop this practice; and in the case of his first Public Trustee Bill he presented to Parliament a simple legislative blank cheque, to be filled up by rules. He stated in the House of Lords in 1889 that "solicitors did their duty with great care and success"; "he had never joined, and never would join, in the idle cry against solicitors for the charges they made." But he has introduced two measures directly aimed at transferring the business and profits of solicitors to Government offices. When, therefore, we read the words of wisdom the Lord Chancellor uttered at Birmingham on Monday we cannot help apprehending that some act will follow in direct opposition to them. Still we welcome the following observations:—

> "Our legislators would do well to check themselves in their anxiety to improve every part of the law; would [do well to] occasionally let things alone *until they understood what they were dealing with*."

Quite so; no more admirable advice could be given. And we feel sure that when Lord HALSBURY comes hereafter to develop more at length his wise precept, he will be able to enforce it by some very startling illustrations of the evils which have resulted from its neglect. He may have heard, for instance, that a legislator who had never perused an abstract of title once set to work to remodel the system of transfer of land; and that a legislator who probably never read a page of "Lewin" is apparently still convinced that he can altogether reorganize the administration of trusts.

THE JUDGMENT of the House of Lords in *London Joint-Stock Bank (Limited)* v. *Simmons* (reported elsewhere), which sanctions the ordinary mode of dealing between bankers and stockbrokers, turned solely on the view of the facts of the case which was taken by that tribunal. As to the law, it is clear that a person who receives a negotiable instrument in good faith and for value obtains a good title to it, whatever may be the infirmity of the title of the person from whom he takes it. There was at one time, indeed, an inclination to add the further requirement that the person taking the instrument should have exercised reasonable caution, and an instance is afforded by *Gill* v. *Cubitt* (3 B. & C. 466); but doubt was thrown upon this and similar cases by PARKE, B., in *Foster* v. *Pearson* (1 Cr. M. & R., at p. 855), and in *Bank of Bengal* v. *Fagan* (7 Moo. P. C., at p. 72) Lord BROUGHAM declared that they were no longer law. To the same effect was the judgment of WILLES, J., in *Raphael* v. *Bank of England* (17 C. B., at p. 175). Hence, negligence on the part of the person taking the negotiable instrument does not of itself invalidate his title, and it is only important so far as it throws doubt upon his good faith. This, therefore, was the element which was in question, and, to decide upon it, it was necessary to distinguish the facts in the present case from those in *Earl of Sheffield* v. *London Joint-Stock Bank* (37 W. R. 113, 13 App. Cas. 333). In *Lord Sheffield's case* the instruments were deposited with the bank by a money-lender, and it was said that, from the nature of his business, the bank had notice, or, if they had made the inquiries which they ought to have made, would have had notice, that the instruments did not belong to him, and that he had no authority from the owner to pledge them in the manner he did. As Lord BRAMWELL said, "They had notice of the infirmity of the pledgor's title, or of such facts and matters as made it reasonable that inquiry should be made into such title." This notice, apparently, was inconsistent with the reception of the securities in good faith, and it must be taken that the case was decided upon an inference of fact that the bank did not so receive them. But in the present case, say the House of Lords, the inference of fact is quite different. There was nothing to arouse suspicion as to the title of the stockbroker to deal with the instruments, and the good faith, and consequently the title, of the bank was perfect.

THE RESULT is a very happy one for the bank, but if, as would seem to be the case, good faith is merely a condition of the mind, it may be legitimate to inquire how the case of the stockbroker really differs from that of the money-lender. It is of course the business of the latter to lend money to his customers on deposit of their securities, and when these in turn are deposited by him with the bank, it may be said that the bank ought to draw the inference that they do not belong to him, and that his authority to pledge them is limited to the amount which he has himself advanced. In other words, the bank's knowledge of his course of business excludes any reasonable supposition that he is either the owner or has an unlimited authority to deal with them. The decision of the House of Lords seems to be based upon the circumstance that in the case of the stockbroker such a supposition is not excluded. The bonds, says Lord HERSCHELL, may be his own, or they may be bonds purchased for a principal and he is raising money to pay the price, or he may himself have made an advance upon them. There is, of course, the further chance that, as in the present case, they may have been left with him for safe custody; and he has no authority to deal with them at all. In the midst of all these possibilities it is not the business of the banker to enter upon speculations as to the broker's authority; his main concern is with the sufficiency of the security. Assuming that the broker comes to him merely with the authority of an agent, yet he has the securities in his hands, and there is nothing, as in the case of the money-lender, which almost necessarily leads to the conclusion that his authority is limited. Remembering, then, that the matter really depends on the actual mental condition of the bank officials, the principle to be applied seems to be the same as that applied in the case of fraud in *Derry* v. *Peek* (38 W. R. 33, 14 App. Cas. 337). Bad faith must be proved in fact, and the assumption that the money-lender has full authority to deal with securities in his hands must be taken to be so unreasonable as to be inconsistent with good faith. A similar assumption, however, in the case of the stockbroker, though it may well enough be unreasonable, is not so entirely unfounded as to have this result. In each case, indeed, it may be surmised that the mental attitude of the bank officials was the same. They were pursuing the ordinary course of business, and did not believe any inquiry was incumbent upon them. But the above way of putting the matter may help to shew why the good faith which was allowed to be present in the broker's case was absent in that of the money-lender. The element of bad faith on the part of the bank was not, it is true, brought out so strongly in *Lord Sheffield's case*. If it had been, the House of Lords might have been more reluctant to arrive at their decision. The matter was really put on the ground of notice, actual or constructive. But the present case shews that this was only important as evidence of bad faith, and the two cases must be distinguished in the manner above stated. Seeing, however, that a money-lender, like a broker, may well be dealing with securities on his own account, it may be doubted whether the distinction is justifiable.

IN THE CASE of *Lawrence & Sons* v. *Willcocks* (reported elsewhere) the Court of Appeal was asked once more to decide whether a claim on a writ of summons for "interest at 5 per cent. from the date of the writ until payment" was a liquidated

demand, or whether it was unliquidated damages. It was gravely contended before the court that, apart from the legal right or otherwise of the plaintiff to recover interest, a claim for accruing interest was necessarily unliquidated, because it could not be stated as a definite sum, but could only be claimed at a given rate, which would have to be "assessed" in order to be reduced to an ascertained amount. In *Wilks* v. *Wood* (*ante*, p. 379) the court had held that such a claim for accruing interest was an unliquidated claim, and, further, that the addition to a special indorsement of an unliquidated claim, however small, vitiated the special indorsement altogether, and took the case out of the operation of order 14. Therefore, it was urged, this claim for accruing interest at a given rate was unliquidated, and vitiated the special indorsement. The Court of Appeal was not persuaded. The Master of the Rolls said the previous decision in *Wilks* v. *Wood* rested solely upon the fact that the claim was for goods sold and delivered, and did not entitle the plaintiff to claim interest except as damages. The present case was an action on a bill of exchange, and by virtue of section 57 of the Bills of Exchange Act, 1882, the plaintiff was entitled to interest. It was immaterial whether the claim for "interest at 5 per cent. from the date of the writ till payment" was in form a liquidated demand or not, because by the section referred to it is enacted that such a claim shall *be deemed to be* liquidated damages. That being so, such a claim in actions on bills of exchange or promissory notes may properly form part of a special indorsement. One may, perhaps, hope that after this case the interest question may be considered to have had its day. It has arisen entirely out of *Elliott* v. *Roberts* (*ante*, p. 92), and as the Court of Appeal placed a construction upon the judgment in that case which amounted to a free translation from what it *did say* into what it *ought to have said*, it may be as well to give the new rendering. *Elliott* v. *Roberts* was an action on a promissory note, and it appears from the reports that the special indorsement contained a claim for accruing interest at 25 per cent. from date of writ till judgment, and that the court held that claim to be unliquidated, and the writ, consequently, not specially indorsed. The Court of Appeal now says that the Divisional Court could not possibly have so decided. What it intended to say was, doubtless, as follows:—The claim for interest was exorbitant; the court was not willing to give judgment for interest at an exorbitant rate; it therefore exercised the discretion vested in it by the Bills of Exchange Act, 1882, s. 57, sub-section 3, which says that interest claimed as damages may, if justice requires it, be withheld wholly or in part. The court thought that the claim for 25 per cent. ought to be withheld. It had no power under order 14 to assess the damages, but it had power to refuse judgment and to let the case go to trial where interest as damages could be assessed, and it rightly exercised that power. It will be seen that *Elliott* v. *Roberts* has not merely been "distinguished," it has been "improved" out of all recognition. However, we freely admit that there was room for improvement, and that the new and enlarged edition is better than the old one.

An interesting example of the conclusion of a contract by the posting of a letter of acceptance, in spite of an attempted revocation of the offer, is afforded by the case of *Henthorn* v. *Fraser* (*ante*, p. 380). On the 7th of July, 1891, the defendant, at his office in Liverpool, handed the plaintiff a letter by which he gave him the refusal of certain property for fourteen days. The plaintiff took the letter away with him to Birkenhead, where he resided. Next day, about 4 p.m., he posted a letter accepting the offer, and this was delivered at the defendant's office between eight and nine that evening. Meanwhile, the defendant had written a letter withdrawing his offer. This was posted in Liverpool between 12 and 1 p.m. on the 8th of July, and was received in Birkenhead before six. Thus the revocation was received by the plaintiff after his acceptance had been posted, but before it had reached the defendant. It was, of course, settled by the House of Lords in *Dunlop* v. *Higgins* (1 H. L. Cas. 381) that a contract is in general completed by the posting of a letter of acceptance, and, as an offer remains open until the person making it has brought its withdrawal to the knowledge of the person to whom it is made, the contract is none the less complete because, at the time of the posting of the letter of acceptance, the letter of revocation is on its way: *Harris' case* (20 W. R. 690, L. R. 7 Ch. 587). But, in *Household Fire Insurance Co.* v. *Grant* (27 W. R. 858, 4 Ex. D. 216), where it was decided that the rule was the same whether the letter of acceptance was or was not in fact received, Bagallay, L.J., pointed out that the principle established by *Dunlop* v. *Higgins* was limited "to cases in which by reason of general usage, or of the relations between the parties to any particular transactions, or of the terms in which the offer is made, the acceptance of such offer by a letter through the post is expressly or impliedly authorized." To this statement of the limitation Lord Herschell in the present case has taken exception. The implication of authority he regards as purely artificial, the question really being whether the acceptor, in posting his letter, has adopted a proper means of communication. If he has, the court ought to hold the contract complete without entering upon the question of implied authority. Moreover the post is properly used whenever the circumstances are such that, according to the ordinary usages of mankind, the parties must have contemplated the transmission of the acceptance in this way. In practice the two methods of stating the rule are probably equivalent. In the present case the offer was made by letter, and, although this was handed to the plaintiff on the spot, yet it was intended that he should take it away to a distance and answer it subsequently. The natural mode of doing this would be by post. Hence the acceptance was properly sent by post, and the contract was complete, notwithstanding the attempted revocation.

A question as to the right to appear upon the hearing of a winding-up petition arose on Saturday last before Mr. Justice North. Rule 3 of February, 1891, provides that "every person who intends to appear on the hearing of a petition shall serve or send by post notice in writing of his intention to the petitioner at the address stated in the advertisement of the petition. The notice shall be signed by such person or his solicitor. . . . A person who has failed to comply with this rule shall not, without the special leave of the court, be allowed to appear on the hearing of the petition." In the case referred to a notice had been given which stated that six persons, whose names were mentioned, "the committee of creditors appointed at a meeting of creditors of the above company," intended to appear on the hearing of the petition and to oppose the petition. The notice was signed by a firm of solicitors, who described themselves as "solicitors for the above-named committee of creditors." Upon the hearing, counsel, instructed by these solicitors, appeared, and stated that he appeared for the committee. Mr. Justice North, however, declined to recognize the committee as appearing. He said that, having regard to the terms of the above rule, he could only treat the six persons whose names were mentioned in the notice as appearing. The result of this ruling seems to be that if a large body of creditors or contributories desire to appear on the hearing of a winding-up petition, they can do so only by either giving a separate notice for each individual, or by giving a joint notice which shall state the name of each individual. This might lead to much inconvenience if, as well might be, several hundred persons, creditors or contributories, desired to support or to oppose a winding-up petition. It is not easy to see why the word "person" in the rule may not be read as including a body of persons who are acting together, so that they may be represented, for the purpose of appearance, by a committee chosen by them. The practice of appointing committees of creditors or contributories of companies is, we believe, now very common, and, consequently, this decision upon the rule is of general importance.

A new form of "impulsive insanity" has arisen to claim judicial recognition as an exculpatory plea in criminal cases. Some time ago a native was tried before the Sessions Judge of Belgaum, in the Presidency of Bombay, for having murdered a child for the sake of its ornaments. The evidence of guilt was conclusive. The child was found with its throat cut, its hands severed, and the paltry bracelets, for the sake of which the crime

was committed, removed. It was shewn that the prisoner had pawned the bracelets in question for a few rupees. Under these circumstances only the venerable plea of insanity was available. But the accused, being a person of an ingenious turn of mind, managed to cast it in a distinctly novel form. He alleged that at the critical moment he had been suffering from a pain in the stomach which irresistibly impelled him to the commission of the crime, and earnestly urged the court to have that organ opened in order that the worth of his plea might be judicially tested. The Sessions Judge refused, however, to listen to the moving appeal, and sentenced him to death; and the High Court of Bombay has now declined to interfere with this decision. A somewhat similar case is recorded in Sir WOODBINE PARISH'S work on Buenos Ayres. JUAN ANTONIO GARCIA, a well-educated, courteous Spanish gentleman, was tried at Buenos Ayres for murder. He pleaded that when the north wind (*vento niorto*) set in he was irritated beyond the power of self-control, and that this fatal wind was blowing when his guilty deed was done. The tribunal promptly overruled the plea. "To have admitted this defence," says the quaint old traveller who records the case, "would have been followed by the necessity of putting half the population in prison when the *vento niorto* set in." The existence of certain varieties of "impulsive insanity" is now too well established to be denied, but the best interests of society demand that any attempt to add to their number shall receive the most jealous scrutiny.

REFERRING TO the subject mentioned in these columns last week (*ante*, p. 373) of the proposed omission from Chancery orders of all mention of the evidence, and to the antiquity of the present practice, the following extract from a collection of orders compiled by Mr. JOHN BEAMES, and published in the year 1815, is very much in point. The orders are headed as follows: "Ordinances made by the Right Honourable T, Lord COVENTRY, Lord Keeper of the Great Seal of England, with the advice and assistance of the Right Honourable Sir JULIUS CÆSAR, Knight, Master of the Rolls, in the Term of St. Michael the Archangel, in the eleventh year of the reign of our Sovereign Lord King CHARLES, for the redress of sundry errors, defaults, and abuses in the High Court of Chancery." No. 12 of these ordinances is in these words:—

"The registers [*sic*], in drawing up orders, shall use all convenient brevity, according to the manner of ancient times; they shall mention the material reports, affidavits, and former orders, upon which the new order is grounded to have been read, but shall not repeat them; they shall not, unless it be by special direction of the court, fill any order with the disputes of counsel, nor with the reasons or allegations *pro et contra*, nor mention any reasons but such on which the court relied in making the order, and those with brevity and clearness."

The date of these ordinances is November 17, 1635, and the reference to the record where they may be found is Reg. Lib., 1635, B. 191. It will be observed that more than 350 years ago the present practice is described as being "according to the manner of ancient times."

A SHOCKING OUTRAGE has recently been committed at the Royal Courts of Justice. A learned judge one day, on leaving court and returning to his room, observed to his horror that some legal anarchist had, by means of finger marks on the uncleaned window, executed a device representing a human (presumably judicial) face. Indignant at this "insult," the learned judge inquired of his clerk who was the perpetrator. The clerk knew nothing of the matter, nor did the orderly, who was at once sent for. The superintendent of the building was soon in attendance, and promised to make the fullest investigation. On the following day the superintendent waited on the learned judge, and stated that he had discovered who the offender was. It then came out that a young lady had been to the Royal Courts to see her relation the judge, and, being left alone in his room for a few moments, had occupied her time in endeavouring to see the landscape outside; and, as a silent protest against the obscurity of the uncleaned window, had committed the offence complained of. It is understood that the young lady now understands the heinous nature of her crime, and is deeply grateful to her judicial relative for not having committed her to prison for contempt of court.

THE REGENERATION OF ORDER 14.

IT IS to be hoped that the decision of the Court of Appeal in *Lawrence & Sons* v. *Willcocks* (to which we refer elsewhere) will not be regarded by the Rule Committee as having solved the difficulty which has arisen under order 14. The case mentioned has supplied an answer to the question whether or not interest may be claimed by way of special indorsement under ord. 3, r. 6, in an action on a bill of exchange or promissory note where it is claimed "at the rate of five per cent. per annum from the date of the writ until payment or judgment." The answer has been an emphatic affirmative. Such a claim for accruing interest may properly form part of a special indorsement, not because it is liquidated, but because the Bills of Exchange Act, 1882, s. 57, says that it shall be *deemed to be* liquidated. That settles the question as to claims for interest in actions on bills of exchange. But the whole question of claims for interest on specially-indorsed writs is only a symptom of the disease which is eating the heart out of order 14. In all these recent cases, *Elliott* v. *Roberts* (*ante*, p. 92), *Blood* v. *Robinson* (*ante*, p. 203), *London and Universal Bank* v. *Clancarty* (*ante*, p. 364), *Sheba Gold Mining Co.* v. *Trubshawe* (*ante*, p. 329), the plaintiffs have not been fighting for the interest claimed. They cared nothing about their claims for interest. In every case the plaintiff has been fighting solely to establish his right to obtain the debt, which the defendant could not deny that he owed, but which the plaintiff could not obtain judgment for because he had included in his claim a demand for interest; *which demand the court could neither strike out nor allow him to withdraw.* In the two cases of *Wilks* v. *Wood* (*ante*, p. 379) and the present case of *Lawrence & Sons* v. *Willcocks* the Court of Appeal may be said to have applied a remedy to a local result of the complaint which afflicts procedure under order 14, but to have left the seat of the disease in precisely the same condition as it was before. Procedure under order 14, as we said last week, lies under the heel of *Gurney* v. *Small*, and in order to remove the baneful influence of that case upon the whole system of summary judgment on specially-indorsed writs we must look to the Rule Committee, and to them alone. The decision in *Gurney* v. *Small* is, technically, perfectly right. It interprets the words of ord. 3, r. 6, and ord. 14, r. 1, with precise accuracy. If a special indorsement contains any single item, no matter how trifling or insignificant, which ought not properly to form part of a special indorsement, the whole procedure under order 14 breaks down, and the case must go to trial, although the claim, excepting that particular item, is not even disputed by the defendant. But the court has an inherent power to amend. True, it has. It exercises that power, and strikes out the objectionable item. And what is the effect of that, according to the law of *Gurney* v. *Small*? *The effect is that the case must still go to trial although there is, admittedly, nothing whatever to try!* That is the real disease which afflicts order 14, and recent decisions have not removed it.

The whole point is so entirely technical that it is necessary to be almost minute to make it clear. We will give a simple case which has actually arisen. A plaintiff claimed £50 for wine sold and delivered. To this claim he added an item for 1s. 6d. for duty paid on the wine. On the hearing of the summons under order 14 the defendant did not dispute his liability to pay the debt of £50, and even went so far as to imply that he might have been liable to pay the duty, for the period covered by the plaintiff's payment of the 1s. 6d., but the claim for that item was only damages, as he was never liable to pay the 1s. 6d. to the plaintiff. His contention was held to be good, and he obtained unconditional leave to defend as to the whole claim. If time is of importance in such a case, and the plaintiff wants to free his action from the claim for 1s. 6d., he gets leave to amend, and strikes out that item, leaving only the debt, which the defendant has no power to dispute. There is, therefore, nothing left to try: still, it must go to trial, according to *Gurney* v. *Small*, because, as the writ was not specially indorsed at the

time of the defendant's appearance, order 14 does not apply. The rules say so, and the rules are law.

The recent decisions on claims for interest do not touch cases like the above. Something more is needed to restore order 14 to an effectual working condition. For it must be remembered that in many business transactions causes of action arise which include claims not readily distinguishable as liquidated or unliquidated claims. Those which are undoubtedly liquidated may be claimed by specially-indorsed writ. Those which are not must be claimed by a separate action. If a wrong item is accidentally included in the specially-indorsed writ, is the plaintiff to lose the whole advantage of order 14 in respect of the rest of his claim, although the court has an inherent power to amend proceedings at any stage? Surely he ought not to suffer so much for such a trifling error? At any rate, the court ought to have discretionary power to do justice in such a case.

The remedy, moreover, is extremely simple. There is no need to alter either ord. 3, r. 6, or ord. 14, r. 1. Although the whole trouble has been caused by the strict interpretation placed by *Gurney* v. *Small* upon the two sentences with which those two rules respectively commence, yet there are reasons against altering those rules, unless a decided extension of order 14 procedure is intended. Ord. 3, r. 6, says: "In all actions where the plaintiff seeks *only* to recover a debt or liquidated demand," &c.; and ord. 14, r. 1, says: "Where the defendant *appears to a writ of summons specially indorsed* under ord. 3, r. 6," &c. Strictly interpreted, the words italicised mean that, if at the time of appearance there is any defect whatever in the indorsement of the writ, however accidental or insignificant, the court is powerless to remove the defect and allow the case to proceed under order 14. The real difficulty, therefore, does not lie in the words of the rules, but in the powerlessness of the court to give summary justice, notwithstanding a trifling impediment in the shape of some technical defect in the writ. The power of the court to do justice lies at the mercy of any careless, or ignorant, or overworked clerk who may be intrusted with the duty of drawing, or even copying, the indorsement, and who may make some error in doing so. The most trivial omission from, or impreper addition to, the special indorsement of the writ paralyzes the arm of the court altogether, so far as regards its system of procedure for summary judgment. There could be no harm in giving the court general discretion on applications under order 14 to strike out from the claim any item which ought not properly to form part of a special indorsement, and to give judgment there and then for the balance of the claim. If the Rule Committee will pass a short rule to that effect, we have no doubt that order 14 will work as smoothly and beneficially as it did before *Gurney* v. *Small*. It would, in fact, be merely restoring the *status quo ante*. Order 14 worked smoothly and well from 1883 to 1891, when *Gurney* v. *Small* was decided, and the sole reason that it did so was that wherever a defendant pointed out the existence of a technical defect in the indorsement of the writ, the judge or master in chambers remedied the defect by order, and afterwards dealt with the amended claim under order 14. *Gurney* v. *Small* took away this power to amend, which was the oil in the wheels of order 14. We hope it will be restored by a rule of court with as little delay as possible.

SOME CONSIDERATIONS WITH REFERENCE TO THE PUBLIC TRUSTEE BILL.

I.

Misled by a seductive fancy, people too hastily assume that the suggestions of this Bill are feasible in practice. The imagination (of persons who have not had much practical experience of the administration of trusts) easily depicts to itself a delightful state of affairs, when all trouble about finding new trustees shall be done away with, absolute security shall be insured for all trust property, and all trust business shall be conducted cheaply, smoothly, and rapidly, under the supervision of a public official, chosen by reason of his eminent fitness for the post, and devoting his whole time and abilities to the work. But it is the unfortunate fact that these agreeable anticipations are confined to the persons whose want of practical experience disqualifies them for expressing any confident opinion about the practical working of the proposed scheme. The people whose lives have been passed in the transaction of such business are well known to regard the scheme with something more than distrust. No very lengthy examination is required to shew that these unfavourable apprehensions are not entirely without plausible foundation.

The greater part of the business relating to trust estates does not consist of heroic proceedings, requiring the intervention of courts and official personages, but is made up of somewhat trifling matters, chiefly relating to the exercise of discretions or discretionary powers vested in the trustees; such matters, for example, as providing for the maintenance of infants, or the advancement of a sum of money to start a boy in the world. Under the present practice these questions are usually settled by the trustees, who are the responsible parties, after discussion and consultation with the parent or parents and the family solicitor; an arrangement which in practice and in result closely resembles the French *conseil de famille*, though very different from it in theory. The trustees are usually old friends of the family, who are better acquainted than anybody else with the facts and circumstances which require to be known and taken into account; they are usually actuated by a benevolent disposition towards the parties concerned, and desire nothing but to act reasonably and uprightly; moreover, they are subject to the public opinion of their own world, which knows enough of the parties and their affairs to exercise an influence of opinion. It is more than probable that by this means a satisfactory result is arrived at, in the great majority of cases, with the least possible delay and at the least possible expense. It seems only to be necessary to consider for a moment the probable, or rather the certain, result of substituting constant applications to a Government Department, in order to understand the astonishment with which the proposal is contemplated by those who have the largest practical acquaintance with these matters.

The contrast between the existing practice and the proposed new practice can easily be pointed out. When the Public Trustee is the person by whom any discretionary power (for example, as to allowing maintenance) is to be exercised, it will be necessary, in every one of these little emergencies, to make a formal application to him. He will, of course, know nothing about the particular circumstances of the case; and, therefore, unless he is to decide merely at random, he will require to be supplied with information. Evidence must, therefore, be given by affidavit or statutory declaration; and, speaking generally, it can hardly be supposed that the consequent proceedings will be less formal than those which are usual upon an ordinary summons in chambers. Anything less than this would turn the application into a mere farce, and would involve the loss of those important safeguards which the existing practice affords to the interests of the infants. It follows that an equivalent to the delay, expense, and inconvenience of a summons in chambers must be incurred upon every dealing with a trust fund in the hands of the Public Trustee.

A short historical sketch of the practice relating to the maintenance of infants will throw some light upon this part of the subject. Before Lord Cranworth's Act, which was passed in 1860, trustees could not safely apply any part of the income of a fund to which an infant was entitled towards the infant's maintenance, without previously obtaining the leave of the Court of Chancery, unless the will or settlement under which they acted expressly empowered them to apply the income in that manner. This state of things being found to be very inconvenient and expensive, the Legislature in 1860 adopted the opposite policy of permitting trustees to apply the income in maintaining the infants, unless such application of it was forbidden by the settlement. This change of policy having been found to work very well, it was deliberately reaffirmed by the Legislature in the Conveyancing Act of 1881, under the authority of which enactment the bulk of the business relating to the maintenance of infants is now transacted. It is generally admitted that the existing practice, for convenience, speed, and cheapness, hardly admits of improvement. The result of the proposed new system would be to render necessary a proceeding closely resembling a summons in chambers before any infant whose property was vested in the Public Trustee could be

maintained, thus throwing the law back into something very like what it was in the days of William IV. Indeed, in some respects, the new state of the law would be even worse than the old; for, under the old law, it was open to trustees, if they chose to assume the responsibility, to apply the income in maintenance, and if the court afterwards came to the conclusion that this application of the income had been proper, and such as the court, if its leave had been asked, would have sanctioned, the court would sanction the act of the trustees *ex post facto*. But under the proposed scheme there will exist no means of escaping what is practically equivalent to an application to the court; because the Public Trustee is himself the person by whom the discretion is to be exercised.

Cases might of course be found in which the new system would be an improvement; but the point to be noticed is, that these cases are the rare exceptions to the general rule. It is of course possible that a private trustee may be perverse or dishonest, and the Public Trustee would doubtless be better than a perverse or dishonest private trustee. But the evidence is abundant that private trustees are not commonly either perverse or dishonest; and where is the wisdom of upsetting the general business of the country, in order to provide for a few exceptional cases? Legislators ought not to need to be reminded that this is not the object which legislation should propose to itself. Such cases should either be provided for at a less cost, or, if that is unfortunately impossible, they should be left to take care of themselves.

The foregoing remarks of course assume, what the Government must be supposed to have assumed, that if the new scheme should be established, it would be largely adopted in practice. There will of course not be much inconvenience, if the Public Trustee has little or nothing to do. Here, then, the Government will find themselves (as the newspapers say) on the horns of a dilemma: either the Act will succeed, in the sense that a great many trust estates will be vested in the Public Trustee, in which case great inconvenience and expense to the beneficiaries will ensue; or else it will not succeed, and then the public revenue will be saddled with a large and permanent burden. For it must be remembered that this is an experiment which cannot be tried for nothing; it will be necessary to begin with a fine air of dash and display, to appoint an official of high *status* at a correspondingly large salary, to seat him in an imposing building, and to surround him with a numerous and efficient staff. If the Government should resolve to begin cautiously, getting a nobody for little or nothing, and hiding him in some corner, the scheme will produce about as much effect as the fall of a snowflake on a river. Inquiry is likely to convince its promoters that everybody who has any power to push the scheme is strongly opposed to it; and if it is born in obscurity, it will obviously have no power to push itself. Those who wish well to the Government may feel inclined to commend this alternative prospect to their more careful attention.

Moreover, it is to be borne in mind that, even if success should at first attend the scheme, this will not necessarily be permanent; indeed, there is no reasonable probability of its permanence. Even supposing (which, as shall presently be shewn, is a very large concession) that a rush upon the office should occur at its first establishment, this is likely to be very soon abated by prompt disgust at the experience of its disagreeable consequences. And the present scheme lies under a great disadvantage as compared with the Land Registry under Lord Cairns' Act; because land lasts for ever, and when once placed on the register it is not likely to be taken off. But there is no such thing as a practical fee simple in the administration of a trust. The rule against perpetuities imposes certain limits within which every trust must come to be wound up; and a constant flow of fresh business would be required to maintain the prosperity of the Public Trustee.

It is stated that Judge Brynmor Jones has resigned the county court judgeship of Gloucestershire, with a view to entering political life; and that the Lord Chancellor has accepted the resignation.

In the course of the debate on the Local Authorities (Acquisition of Land) Bill the Lord Chancellor said he regarded the Bill with something like despair. He protested against these constant changes in the law and against the system of legislation by reference from one Act to another without any explanation of the extent of the powers proposed to be given.

REVIEWS.

COMPANY LAW.

THE LAW OF TRADING AND OTHER COMPANIES FORMED OR REGISTERED UNDER THE COMPANIES ACT, 1862. By EDWARD MANSON, Barrister-at-Law. William Clowes & Sons (Limited).

We are afraid that the utility of this book will hardly prove to be commensurate with the time and labour which have been bestowed upon it. "Company law," the author says in the preface, "has now reached a stage when the work of digesting is imperatively demanded," and his aim is to methodize what he describes as the heterogeneous and confused mass of statutes, orders, and cases. For this purpose, he continues, "he has treated the subject under titles, grouping cases and sections under their proper headings, giving the 'legal pith' only of the decisions, and arranging the whole alphabetically." All this certainly he has done, and a reader will be able to find information on any given point supported by references to decisions and statutes. But we very much doubt whether he would not find it more quickly and conveniently in one of the existing text-books. A reference to the index in such a book would at once direct him to the subject he is in search of, and he would there find it systematically treated. Here the book is its own index, and is cut up into divisions and sub-divisions in a manner which is somewhat confusing. Probably it would have been better to adopt a logical arrangement for the body of the work and give the reader the ordinary help of an index. A thorough digest of the cases would be valuable, and in this way it might have been much more satisfactorily effected. But, while we doubt whether the author has been successful in his mode of digesting cases, we are sure that he is mistaken in his treatment of statutes. The various sections are dispersed through the work, in accordance, indeed, with some sort of alphabetical order, but in a manner quite useless for practical purposes. No one would act upon a section as found here without referring to the context in the statute itself, and he would do better to go to the statute at first. We notice that the odds and ends of statutes, for which apparently the author has been able to find no other use, are carefully gathered up and given to the reader under the head of "Acts, The Companies." The book, however, may be found useful for reference, and the cases are set out more fully than elsewhere.

BOOKS RECEIVED.

A Treatise on the Law of Merchant Shipping. By DAVID MACLACHLAN, M.A., Barrister-at-Law. Fourth Edition. Sweet & Maxwell (Limited).

The Jurisprudence of the Privy Council. Containing a Digest of all the Decisions of the Privy Council; a Sketch of its History; Notes on the Constitution of the Judicial Committee; a Summary of its Procedure; and also three Appendices. By J. J. BEAUCHAMP, B.C.L., Advocate and Revising Barrister. Montreal: A. Peirard.

The Annual County Courts Practice, 1892. Founded on Pollock and Nicol's and Heywood's Practices of the County Courts. Two Vols. By His Honour Judge HEYWOOD. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

The Law Quarterly Review. April. By Sir FREDERICK POLLOCK, Bart., M.A., LL.D., Corpus Professor of Jurisprudence in the University of Oxford. Stevens & Sons (Limited).

Leading Cases done into English and other Diversions. By Sir FREDERICK POLLOCK, Bart. Macmillan & Co.

Wilson's Legal Handy Books. Investors' Book-Keeping upon Double Entry Principle. By EBENEZER CARR, F.S.A.A. Effingham, Wilson & Co.

CORRESPONDENCE.

POWER OF ATTORNEY REGISTRATION.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Referring to my letter to you of the 15th inst., I beg to enclose for your information copy of the reply which I have received from the Central Office.

I do not myself in this particular case propose to take any further steps, as the amount involved is so small, but it certainly seems to me to be a matter which from any point of view it would be well that the Incorporated Law Society should consider. A. HARRY EWER.

31, Fenchurch-street, London, E.C., March 31.

The following is a copy of the reply referred to:—

Central Office,
Royal Courts of Justice, Strand,
Room No. 85,
March 18, 1892.

Re Power of Attorney.
Mr. P——.

Dear Sir,—In reply to your letter of the 16th inst. I beg to refer you

to the rule made under section 48 of the Conveyancing Act, 1881, which, *inter alia*, is as follows: "All copies or extracts which may be required shall be made in the office." Under this rule it was decided by the masters some years since, that a solicitor is not entitled to bring in a copy of power of attorney to be marked as an office copy, but must bespeak a copy to be made in the office. On the deposit of a power of attorney a copy may be presented and the same marked as an office copy, and such copy is deemed, under section 48, to be sufficient evidence, &c., of the contents, &c., and of the deposit thereof in the Central Office; but on any copy being required after such deposit, the practice is to comply with the rule to which I have referred, by making such copy in the office.—Yours truly,

A. Harry Ewer, Esq. (Signed) JOHN T. NERNEY.

A FORAY FROM ACROSS THE BORDER.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Possibly a copy of the enclosed circular has come to your hands. Is there a law society in Scotland, and if so what does it say to this production? A SUBSCRIBER.

March 30.

The following is a copy of the circular referred to:—

———,
Solicitor,
Supreme and Inferior Courts,
Law Agent and Conveyancer.

Chambers, ———,
Edinburgh, March, 1892.

Dear Sir,—I understand it to be a rule among English solicitors, when transacting business in England for their professional brethren in Scotland, to share fees, and as the same rule is now beginning to obtain in Scotland, I beg to intimate that I am prepared to undertake every description of legal business on the footing of sharing fees.

I have had upwards of twenty years' legal experience, and was for a number of years managing clerk to one of the best legal firms in Edinburgh, and this of itself should be a sufficient guarantee of my respectability and business capacity, but if desired I shall be glad to furnish any English solicitor, wishing to employ me, with the highest references.

Any business intrusted to me shall receive my best attention.

Yours faithfully,

———.

THE COUNTY COURT RULES, 1892.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Under the old rules, where a default summons was served by the plaintiff's solicitor, it was necessary to file an affidavit of service within three days. This rule (ord. 7, r. 31) has been annulled, and the new one merely prescribes that such affidavit shall be filed before signing judgment.

In the court in which I practise the registrar refuses to accept notice of defence unless received within eight days from service, for the date of which he has to refer to the affidavit.

How is he now to know whether notice of defence is in time or not? G. H. L.

April 2.

MORE BABOO ENGLISH.

[*To the Editor of the Solicitors' Journal.*]

Sir,—You have recently [*ante*, p. 332] culled a few flowers of rhetoric from the memoir of the late Honourable Justice Mookerjee. May I add a few more specimens from the same illustrative of English, how she is wrote by the educated Hindoo? Dull indeed would he be of soul who could pass by this little memoir of Mr. Justice Mookerjee. "To write," as the author says, "in such a way as the literary public may fall in love with is a task difficult in the extreme, especially of such a man as the late Hon. Justice Mookerjee. He was no poet." Poet or not, the phrases in which his nephew has enshrined his memory are an ever new delight; like those of Claudio in Much Ado about Nothing, "a very fantastical banquet, just so many strange dishes." Omichood Chunder Mookerjee was born on the 29th of Choit, 1829, and it appears under a lucky star, for the astrologist who cast his nativity declared he would "become a king and rule over the destinies of hundreds and thousands." Persian was then *de rigueur* as a subject of polite education, and little Mookerjee at five or six not only mastered the alphabet in two days, but in two more traced its characters, much to the astonishment of his "senile" tutor, who said it was to him "quite a wonderment wrought by a *little mechanism of flesh and blood*." Notwithstanding this early promise, little Mookerjee's progress at school was not very "gairish," which is rather strange as he was "a sap," "and well did he pay for it. It is well known that boys cannot bear the sight of any one of them sitting still or busy with his books when they themselves *are to jump over the moon*, and it accordingly happened that little Mookerjee, whilst sitting quietly in his classroom, was often assailed by gangs of boys and ruthlessly clapped and slapped out of seat, his books snatched out of his hand, and his papers scattered on the floor. But this singular sheepishness endeared little Mookerjee to his teachers"; and so amiable was his disposition that he never had "a snip snap," we are told, with any of his college boys. Mookerjee's father having died young, the family was threatened with a "barmecide feast." Mookerjee, like Mrs. Kenwigs, came of a high family, and "how could he, the scion of a highly reputable family, go mendicant for a contemptible post with no more than Rs. 20 or 30 a month." Necessity, however, in the shape of an importunate mother at home, obliged him to pocket his family pride, and "after months of excruciating agony he obtained Nazir [a clerkship in a magistrate's office]. Here a *deus ex machinâ* intervened in the shape of an Indian judge, Mr. Abercromby Dick, who advised Mookerjee's brother to nurture him for the bar, but as none can be great "impromptu," Mookerjee began to study law. Once called, business came trooping gaily, "one, two, three, every day," and prosperity enabled young Mookerjee to restore "happiness and sunshine to those sweet and well-beloved faces on which he had not seen the soft and fascinating beams of a simper for many a grim-visaged year." The remainder of his income Mookerjee spent on "digests, reports, and commentaries," for at this time his study embraced "the deep and awful hour of midnight." The day was spent at court, and "a genial, buxom, and ardently sociable nature consecrated the first hours of evening to friendship and society," so much so that he "seemed but the gay butterfly of society." *Tempus edax rerum*, and shortly afterwards Mookerjee's mother "shuffled off the mortal coil," by which, and a "doloriferous boil," Mookerjee was "thrown into a peck of troubles." However, he was appointed to a seat on the Legislative Council of Bengal, and this appointment his biographer designates as "most judicious and tip top," for Mookerjee was not one of those who are "merely ciphers and ditto saying members." Here, as at the bar, "he made no gairish of words." "He was an eloquent speaker, but made no raree show it." Nor did he ever "counterchange strong words with the pleaders or barristers of the other party." "His temper was never incalescent or hazy," "but he well understood the interest of his client, and never cease to tussle for it," "knuckling to the arguments of the court," however, at the same time. "An unparagoned gentlemen he was." It is satisfactory to know that, after being raised to the bench, Mr. Justice Mookerjee became "plump as a partridge." When the learned judge died there was weeping and wailing "and a pretty kettle of fish."

Surely the author must be some relation of the Indian gentleman who addressed Lord Dufferin as "Honoured Enormity!"

E. M.

NEW ORDERS, &c.

HIGH COURT OF JUSTICE—CHANCERY DIVISION.

EASTER VACATION, 1892.

Notice.

There will be no sitting in court during the Easter Vacation.

During Easter Vacation all applications which may require to be immediately or promptly heard are to be made to the Honourable Mr. Justice Jeune.

Mr. Justice Jeune will act as Vacation Judge from Thursday, April 14, to Monday, April 25, both days inclusive. His lordship will sit in Queen's Bench judges' chambers on Wednesday, April 20, and Friday, April 22. On other days within the above period, applications in urgent chancery matters may be made to his lordship at 79, Harley-street, W.

In any case of great urgency the brief of counsel may be sent to the judge by book-post, or parcel, prepaid, accompanied by office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by counsel, of the order he may consider the applicant entitled to, and an envelope capable of receiving the papers, and addressed as follows:—"Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Chambers, Royal Courts of Justice, London, W.C."

On applications for injunctions, in addition to the above, a copy of the writ, and a certificate of writ issued, must also be sent.

The papers sent to the judge will be returned to the registrar.

In a recent Vermont case, says the *Albany Law Journal*, a verdict was set aside because one of the parties treated some of the jurors to cigars. There was some discussion whether they constituted "victuals or drink." Taft, J., who evidently does not eat or drink cigars, observed: "Tobacco is both a victual and a drink. It is taken as a nourishment, sustenance, food, &c.; therefore a victual. It is not an obsolete use of the word to call it drink. Joaquin Miller says, 'I drink the winds as drinking wine.' If a man can drink wind, I think he can drink tobacco smoke, vile and disgusting as it is. A man is compelled to drink it, by having it puffed in his face on all occasions and in all places, from the cradle to the grave. It is a drink."

CASES OF THE WEEK.

House of Lords.

THE LONDON JOINT-STOCK BANK (LIM.) *v.* SIMMONS—4th April.

NEGOTIABLE INSTRUMENTS—BONA FIDE HOLDER FOR VALUE—BANKER—BROKER—PLEDGE.

This was an appeal from a decision of the Court of Appeal (Lindley, Bowen, and Fry, L.JJ.) (reported 39 W. R. 449; 1891, 1 Ch. 270). The respondent Simmons (the plaintiff in the action) was a customer of Herapath, Delmar, & Co., stockbrokers, and the action was brought against their bankers to recover the value of some Argentine bonds of the Buenos Ayres Land Mortgage Bank of the "J" series, generally known as "Cedulas," of the nominal value of 15,000 dols. The respondent had left in the hands of Delmar, one of the members of Herapath, Delmar, & Co., for custody, a number of such bonds to the above amount; but on October 12, 1887, Delmar, desiring to raise money for purposes of his own, and without any authority from the respondent, contracted to sell the respondent's bonds to Prior & Co., and on the same day he made a further contract to repurchase similar bonds for October 28. On October 28 Delmar delivered the bonds which he had contracted to sell in three separate lots, and on the same day he took delivery from Greenwell & Co. of the other similar bonds which he had contracted to buy. Delmar's account with the appellant bank was overdrawn. For the bonds so delivered to him he paid by a crossed cheque, and in order to put himself in funds to meet it he sent the bonds of which he had taken delivery, with other securities, to the appellant bank, on receipt of which the appellants placed £6,000 to his credit. Out of this sum the cheque was cashed. The bonds so deposited remained in the custody of the bank till Delmar failed and absconded in June, 1888. Thereupon the respondent applied to the bank for the bonds, which, however, had been sold, with the rest of Delmar's securities, for a price which was admitted to have been fair. The Court of Appeal held that the bank acquired no title to the bonds as against the true owner, and that Simmons was entitled to the relief claimed.

THE HOUSE (Lord HALSBURY, C., Lords WATSON, HERSCHELL, MACNAGHTEN, and FIELD) reversed this decision.

Lord HALSBURY, C., after pointing out that the case raised no question of law, and could be dealt with on the footing that the bonds were at first the property of the respondent, said: The first point relied on is that the property in question is, according to the law-merchant, negotiable, and if passed over, even by a person who had no title, but to one who received for value, in good faith and without knowledge of the want of title in his predecessor in title, a good title is made by such transfer to an innocent holder for value. If the facts support this proposition, it cannot be doubted. And, first, as to the character and quality of the property itself. It seems to me it is impossible to dispute that the bonds in question were negotiable instruments. I should have thought so upon the evidence, and after the decision of your lordships' House in *Goodwin* v. *Robarts* (24 W. R. 987, 1 App. Cas. 476); and having regard also to the admission made at the trial, and which is stated in the judgment of the Court of Appeal delivered by Bowen, L.J., it is not possible to suggest that that matter of fact is left in doubt. The remaining part of the proposition is equally a question of fact. Did the bankers receive these bonds in good faith, and, though it was almost involved in the proposition, without any reason to suppose that the person from whom they received them had no right so to dispose of them? I am of opinion that they did. There is not, to my mind, the least reason to suppose that the bank did not take these bonds in the ordinary course of business, and with a full belief that the person from whom they received them was either the owner or had full authority to deal with them, as in fact he did deal with them. The Court of Appeal appear to have been much influenced by the decision of your lordships' House in the case of *Lord Sheffield* v. *The London Joint-Stock Bank* (37 W. R. 33, 13 App. Cas. 333). The only question of law decided in that case was that a purchaser, even for value, cannot insist on his purchase if he knows that the person from whom he purchases has no right to sell—no very novel principle of law, nor one upon which, I should think, much doubt could exist. But the distinction between the two cases is that in the present case, upon the facts proved, I am of opinion that the bankers were under the full belief and conviction that the bonds were being lawfully dealt with, whereas, in *Lord Sheffield's case*, your lordships thought that the bank had actual knowledge that the person pledging them had only a limited authority to raise money upon them. I can find here no trace of any such course of business brought home to the knowledge of the bankers as would give them the least suspicion that their clients had not full authority to deal as they were dealing with the securities in their hands. The inferences derived from the business carried on by the money-lender in *Lord Sheffield's case* were peculiar to that case, and have no relation to the course of business which brokers habitually pursue towards their own clients, and for their own clients, when dealing with bankers with whom they deposit securities. The deposit of securities as "cover" in a broker's business is as well known a course of dealing as anything can possibly be, and the phrase that they are deposited *en bloc* seems to me to be somewhat fallacious. That they are, in fact, deposited by the broker at one time, and to raise one sum, may be true. It does not follow, and I do not know that the banker could reasonably be expected to presume, that they belong to different customers, and that the limit of the broker's authority was applied to each individual security by his own client. It would, therefore, to my mind, be as totally different from the facts proved or inferred in *Lord Sheffield's case* as anything could well be. I do not think that in that case any countenance was given to the notion that because Mozley, the money-lender, was assumed to be the agent for the owners of the property that that circumstance alone put the bank upon inquiry as to his title to the property with which he dealt. To lay down as a broad proposition that in every case you must inquire whether a known agent has the authority of his principal would undoubtedly be a startling proposition, and certainly nothing said in *Lord Sheffield's case* could justify so novel an idea. The broad proposition laid down by Abbott, C.J., in 3 B. & C. 47, that "a negotiable instrument by delivery to any person holding it gives a good title to any person honestly acquiring it," seems to me to be decisive of this case. The property in question, for reasons I have already given, was, or must be presumed to be, negotiable. I think there was nothing in the evidence to raise a doubt that it was honestly acquired by the bank, and I am therefore of opinion that the judgment of the Court of Appeal should be reversed.

Lord HERSCHELL, after stating the facts, said:—I do not propose to enter upon the inquiry whether the plaintiff can establish a title to the bonds deposited with the bank, for, in the view which I take of the case, it is unnecessary to do so. I shall assume, for the purpose of my opinion, that these bonds were the property of the plaintiff. The first question which arises, and, to my mind, a cardinal one, is, Are these bonds negotiable instruments? The general rule of law is that where a person has obtained the property of another from one who is dealing with it without the authority of the true owner no title is acquired as against that owner, even though full value be given, and the property be taken in the belief that an unquestionable title thereto is being obtained, unless the person taking it can shew that the true owner has so acted as to mislead him into the belief that the person dealing with the property had authority to do so. If this can be shewn a good title is acquired by personal estoppel against the true owner. There is an exception to the general rule, however, in the case of negotiable instruments. Any person in possession of these may convey a good title to them even when he is acting in fraud of the true owner, and although such owner has done nothing tending to mislead the person taking them. Having regard to the evidence given, to the nature of the bonds, and to the decision of this House in the case of *Goodwin* v. *Robarts*, I can entertain no doubt that these Cedula bonds are negotiable instruments within the purview of that decision. The question, then, which presents itself is, whether the appellants, who are in possession of negotiable instruments which were delivered to them, I will assume, in fraud of the plaintiff, the true owner, can make good their title to them? That they became holders for value is not disputed. Nor is it disputed that they took with full honesty of purpose. It is upon the allegation that the bank had notice that Delmar held these bonds in the capacity of an agent that the respondent relies, and it is contended that it put the bank upon inquiry as to the title of the person with whom they dealt and as to the authority which he possessed, and that, having made no such inquiry, they obtained as against his principal no better title than he had. It was admitted that anyone buying from Delmar would have obtained an unimpeachable title, notwithstanding his knowledge that Delmar was a broker, and that the bonds were the property of his principal. What ground is there for the position that, in regard to a pledge, the case is different, that one may safely take a negotiable instrument by way of sale from an agent without inquiry, but cannot so take it by way of pledge? It is surely of the very essence of a negotiable instrument that you may treat the person in possession of it as having authority to deal with it, be he agent or otherwise, unless you know to the contrary, and are not compelled, in order to secure a good title to yourself, to inquire into the nature of his title or the extent of his authority. [And, after referring to the circumstance that a special enactment (5 & 6 Vict. c. 39) was required to enable a pledgee of documents of title to goods to take them with safety from an agent, from which his lordship concluded that it was supposed by the Legislature that no such enactment was necessary to give validity to a similar transaction in the case of negotiable instruments, and after considering the authorities (*Foster* v. *Pearson*, 1 Cr. M. & R. 849; *Bank of Bengal* v. *Fagan*, 7 Moo. P. C. 72; and *Raphael* v. *Bank of England*, 17 C. B. 161), and distinguishing the facts in *Lord Sheffield's case*, his lordship continued:—] But I desire to rest my judgment upon the broad and simple ground that I find, as a matter of fact, that the bank took the bonds in good faith and for value. It is easy enough to make an elaborate presentation after the event of the speculations with which the bank managers might have occupied themselves in reference to the capacity in which the broker, who offered the bonds as security for an advance, held them. I think, however, they were not bound to occupy their minds with any such speculations. I apprehend that, when a person whose honesty there is no reason to doubt offers negotiable securities to a banker or any other person, the only consideration likely to engage his attention is whether the security is sufficient to justify the advance required. And, in the absence of anything to arouse suspicion, I do not think the law lays upon him the obligation of making any inquiry into the title of the person whom he finds in possession of them. I think the judgment appealed from ought to be reversed.

Lords WATSON, MACNAGHTEN, and FIELD concurred.—COUNSEL, *Sir H. Davey*, Q.C., *Finlay*, Q.C., and *W. D. Rawlins*; *Rigby*, Q.C., *Warmington*, Q.C., and *Grosvenor Woods*. SOLICITORS, *Clarke, Rawlins, & Co.*; *R. S. Gregson*.

[Reported by C. H. GRAFTON, Barrister-at-Law.]

Court of Appeal.

"THE DUKE OF BUCCLEUCH"; SMITH AND OTHERS *v.* EASTERN STEAMSHIP CO. (LIM.)—No. 1, 5th April.

PRACTICE—ADMIRALTY—SUBSTITUTING PLAINTIFFS—JURISDICTION—R. S. C., XVI., 2, 11.

Appeal by the defendants from an order of Jeune, J. The action was

brought *in personam* in the Admiralty Division by the owners of *The Vandalia* and the owner of her cargo against the owners of the steamship *Duke of Buccleuch*, to recover damages for collision. Eventually it was held by the House of Lords, affirming the decision of the Court of Appeal, that *The Duke of Buccleuch* was alone to blame for the collision. When the claims were carried in before the registrar and merchants for the assessment of damages, it appeared that the plaintiff named on the record as the owner of the cargo was only the consignee as agent for sale, the real owners being a firm in New York. Jeune, J., upon the application of the owners of the cargo, substituted them as plaintiffs instead of the plaintiff named on the record as owner of the cargo. The defendants appealed.

THE COURT (Lord ESHER, M.R., and FRY and LOPES, L.JJ.) dismissed the appeal. The question depended upon ord. 16, rr. 2 and 11. Rule 2 was applicable, but that rule was to be read with rule 11. The plaintiff named on the record as owner of the cargo was added by a misapprehension, and the above rules were precisely applicable to such a case. It was said that the plaintiffs could not be substituted or added after the decree settling the rights of the parties. The words of the rule were, however, "at any stage of the proceedings." The rule applied until anything remained to be done in the cause. After that no parties could be added. The proceedings here were not over. The damages remained to be assessed. There was, therefore, jurisdiction to make this order, and the order had been rightly made.—COUNSEL, *Barnes*, Q.C., and *F. Laing*; *Finlay*, Q.C., and *Stubbs*. SOLICITORS, *Gellatly, Son, & Warton*; *Thomas Cooper & Co.*

[Reported by W. F. BARRY, Barrister-at-Law.]

In the Matter of **THE HOUSING OF THE WORKING CLASSES ACT, 1890**, *Ex parte* **STEVENSON AND OTHERS**—No. 1, 4th April.

PRACTICE—APPEAL—HOUSING OF THE WORKING CLASSES ACT, 1890 (53 & 54 VICT. c. 70), SCHEDULE II., CLAUSE 26—IMPROVEMENT SCHEME—COMPENSATION FOR LANDS TAKEN—PARTY DISSATISFIED WITH AWARD OF ARBITRATOR—SUBMISSION OF QUESTION TO JURY—REFUSAL OF JUDGE AT CHAMBERS TO GIVE LEAVE—RIGHT OF APPEAL.

The Corporation of Manchester, as the local authority, took compulsorily, under the powers conferred upon them by Part I. of the Housing of the Working Classes Act, 1890, for an improvement scheme, certain land belonging to the claimants. The arbitrator appointed under the Act awarded the claimants £3,841 as compensation. The claimant, being dissatisfied with the amount awarded, took out a summons at chambers for leave to submit the proper amount of compensation to a jury under clause 26 of Schedule II. of the Act. Wright, J., refused to give leave. Upon appeal the Divisional Court held that no appeal lay from this decision: 1892, 1 Q. B. 394. The claimant appealed. By clause 26 of Schedule II., "where the party named in any certificate issued under the provisions herembefore contained of the amount of the compensation ascertained by any award under Part I. of this Act . . . is dissatisfied with the amount in such certificate certified to be payable, and such amount exceeds £1,000 . . . the party dissatisfied may, upon obtaining the leave of the High Court, which leave may be granted by such court or any judge thereof at chambers in a summary manner, and upon being satisfied that a failure of justice will take place if the leave is not granted, submit the question of the proper amount of compensation to a jury. . . . ."

THE COURT (Lord ESHER, M.R., and FRY and LOPES, L.JJ.) dismissed the appeal.

Lord ESHER, M.R., said that clauses 26 and 27 in Schedule II. to the Act were headed "Appeal," and the party was called the appellant. Therefore the submission of the question to a jury was by way of appeal. The meaning of the section, notwithstanding its bad grammar, was clear, that the party dissatisfied with the award might apply to the court for leave to submit the question to a jury by way of appeal, and the court, if satisfied that a failure of justice would take place if the leave was not granted, might grant leave. Therefore the Act gave power to the court to give leave to appeal. He (the Master of the Rolls) was prepared to lay down this proposition, that whenever power was given to a legal authority to grant or refuse leave to appeal, the decision of that legal authority was by the nature of the thing final and conclusive, unless an appeal were given in express terms. Therefore, if the decision in the present case was the decision of the judge at chambers, that decision was final and no appeal lay to the Divisional Court; and if his decision was, as the Divisional Court thought, the decision of the High Court, then that decision was final and no appeal lay to the Court of Appeal. This view was supported by the decision in *Lane* v. *Esdaile* (40 W. R. 65; 1891, A. C. 210).

FRY, L.J., concurred. Section 19 of the Judicature Act, 1873, gave an appeal from a judgment or order of the High Court. The Housing of the Working Classes Act, 1890, gave an appeal from the award of the arbitrator to a jury. It imposed, however, a condition upon that appeal; the leave of the High Court must first be obtained. Assuming that the granting or refusing leave was an "order," in his opinion it was not appealable. This was so from the nature of the case and the object of the Legislature in imposing the fetter. That object was to prevent frivolous appeals. If an appeal lay from the refusal to give leave to appeal, a frivolous applicant might appeal to the House of Lords upon the question whether leave to appeal should be granted. The object of the Legislature would thus be frustrated.

LOPES, L.J., concurred. Whenever an appeal was given subject to the leave of the court or other legal authority being obtained, the grant or refusal of such leave by the court or other legal authority was final and without appeal.—COUNSEL, *Ambrose*, Q.C., and *Stevenson*; *Moulton*, Q.C., and *Pankhurst*. SOLICITORS, *Stuart & Tull*, for *T. E. Jones*, Manchester; *Austin & Austin*, for *W. H. Talbot*, Town Clerk, Manchester.

[Reported by W. F. BARRY, Barrister-at-Law.]

LAWRENCE & SONS *v.* **WILLCOCKS**—No. 1, 4th April.

PRACTICE—SPECIALLY-INDORSED WRIT—BILL OF EXCHANGE—CLAIM FOR INTEREST AND NOTING—R. S. C., III., 6; XIV., 1—BILLS OF EXCHANGE ACT, 1882 (45 & 46 VICT. c. 61), s. 57.

The writ in the action was indorsed as follows:—"The plaintiffs claim £20 17s. 8d. principal, noting, and interest on the defendant's dishonoured acceptance. Particulars:—To amount of bill of exchange dated the 18th of June, 1891, due this day, accepted by the defendant in favour of Chudleigh Brothers, and by them indorsed to the plaintiffs for full value and consideration, £20 10s. To noting and interest to date, 7s. 8d. Total £20 17s. 8d. The plaintiffs also claim interest on £20 10s. of the above sum at £5 per cent. from the date hereof until payment." The Divisional Court (Denman and A. L. Smith, JJ.) held that the writ was specially indorsed under ord. 3, r. 6, and gave the plaintiffs leave to sign final judgment under ord. 14, r. 1. The defendant appealed. *Wilks* v. *Wood* (*ante*, p. 379), *Cameron* v. *Smith* (2 B. & A. 308), *London and Universal Bank* v. *Clancarty* (*ante*, p. 364), *Elliott* v. *Roberts* (*ante*, p. 92), and *Blood* v. *Robinson* (*ante*, p. 203) were referred to.

THE COURT (Lord ESHER, M.R., and FRY and LOPES, L.JJ.) dismissed the appeal.

Lord ESHER, M.R., said that the question was whether the claim for interest and for the expenses of noting was "a liquidated demand in money" within ord. 3, r. 6. This was an action on a dishonoured bill, and section 57 of the Bills of Exchange Act, 1882, provided that where a bill was dishonoured, the measure of damages, which should be deemed to be liquidated damages, should be (*a*) the amount of the bill; (*b*) interest thereon from the maturity of the bill; and (*c*) the expenses of noting, or where necessary the expenses of protest. That meant that, whether they were strictly liquidated damages or not, they were to be deemed so. No doubt sub-section 3 said that the jury might withhold the interest either wholly or in part, if justice required it; but that did not alter what had been previously enacted. Therefore, as they were liquidated damages, the claim was for a liquidated demand in money within ord. 3, r. 6, and ord. 14, r. 1, could be applied. It was said that that gave the master or judge at chambers power to assess the damages. If the master or judge, however, thought the claim not a fair one, he would refuse to allow judgment to be signed, and there was no hardship in that. It was then said that if a defendant did not appear, and the writ was indorsed with a claim for interest at the rate of, say, twenty-five per cent., the plaintiff might sign judgment upon default in appearance, not merely for the debt, but for the debt and this excessive rate of interest. That was so, but the defendant had the opportunity of appearing, and chose not to appear; and even supposing judgment were signed for an exorbitant amount, the court, upon the defendant making out a good excuse for not having appeared, could set aside the judgment and let him in to defend. There was no hardship in that. The appeal must therefore be dismissed.

FRY, L.J., concurred. The question turned upon the meaning of section 57 of the Bills of Exchange Act, 1882. The plaintiff sought to recover the amount of the bill, interest thereon, and the expenses of noting. Section 57 said that all those sums were to be deemed liquidated damages. Therefore they were to be deemed "a liquidated demand in money" within ord. 3, r. 6. The decision in *Elliott* v. *Roberts* was explained in *Blood* v. *Robinson*, and therefore there was no authority standing in the way of the present decision.

LOPES, L.J., concurred.—COUNSEL, *H. Reed* and *Bonner*; *English Harrison*. SOLICITORS, *W. F. Stokes*; *E. J. Moeran*.

[Reported by W. F. BARRY, Barrister-at-Law.]

Re **DUTY UPON BOOTHAM WARD STRAYS, YORK, COMMISSIONERS OF INLAND REVENUE** *v.* **SCOTT**—No. 2, 26th March.

REVENUE—CORPORATION DUTY—INCOME OF PROPERTY HELD FOR THE BENEFIT OF FREEMEN OF A CITY—EXEMPTIONS—INCOME APPLIED "IN MANNER EXPRESSLY PRESCRIBED BY ACT OF PARLIAMENT"—"CHARITABLE PURPOSE"—CUSTOMS AND INLAND REVENUE ACT, 1885, s. 11, SUB-SECTIONS 2, 3.

This was an appeal from a decision of a divisional court, reported 40 W. R. 121. The question was whether certain property of different kinds was subject to the duty imposed by the Customs and Inland Revenue Act, 1885 (48 & 49 Vict. c. 51), or whether it was exempt as falling within the 2nd and 3rd sub-sections of section 11 of the Act; and, particularly, whether "charitable purpose" in the 3rd sub-section bore the wide meaning given to such words in a technical sense in the courts, or whether they were to be construed in a narrower sense. The freemen of York had, prior to 1763, certain rights of common over waste lands. In that year an Act of Parliament, abolishing the common rights, was passed, by which allotments of those lands, in lieu of rights of common, were made to the mayor and commonalty in trust for the freemen of the several wards of the city. Certain allotments were made "in trust for the freemen of the said city from time to time inhabiting in ancient messuages within Bootham Ward," and ninety-one acres were so allotted as compensation for the freemen's rights. By the Act eight acres more were allotted so that the "pasture-masters," in whose hands the control of the allotments was, might out of the profits thereof maintain and repair in trust for the freemen so much of a certain highway as passed over the freemen's allotments. The freemen also had, prior and up to 1632, certain common rights over an adjoining common, which was inclosed in 1632, when the lord of the manor agreed with the mayor and commonalty that he would, in satisfaction of such rights of common in the inclosed land, make an estate in fee to the use of the mayor of a fourth part of the soil, and accordingly a portion containing about sixty acres, since known as "the Intack," was so conveyed. Since 1632 the freemen inhabitants of Bootham Ward had enjoyed exclusive right of pasturage over that piece of land. Certain payments

were made for the exercise of the right of pasturage, and since 1850 there had been an excess of receipts over expenditure, which excess had been paid to such freemen and freemen's widows as had not exercised their right of pasturage, and this excess had largely increased in consequence of an increase in the charges for pasturage, and also of the fact that a portion of the allotments and of "the Intack" had been taken by a railway company, in lieu whereof the company gave nine acres and paid a yearly interest on the balance of purchase-money unpaid. The receipts of the "pasture-masters" were solely derived (1) from the ninety-one acres allotted in lieu of common rights; (2) from the nine acres taken in exchange from the company; (3) from "the Intack"; and (4) from the balance of the unpaid purchase-money bearing interest. The Customs and Inland Revenue Act, 1885, s. 11, after reciting that certain property, by reason of the same belonging to or being vested in bodies corporate or unincorporate, escapes liability to probate, legacy, or succession duty, and that it is expedient to impose a duty thereon by way of compensation to the Revenue, enacts that there shall be levied and paid to her Majesty, in respect of all real and personal property which shall have belonged to or been vested in any body corporate or unincorporate during any year, a duty at the rate of 5 per cent. upon the annual value, income, or profit of such property The section then exempts from such duty (2) "property which, or the income or profits whereof, shall be legally appropriated and applied for the benefit of the public at large or of any county, shire, borough, or place, or the ratepayers or inhabitants thereof, or in any manner expressly prescribed by Act of Parliament"; and (3) "property which, or the income or profits whereof, shall be legally appropriated and applied for any purpose connected with any religious persuasion, or for any charitable purpose, or for the purpose of education, literature, science, or the fine arts." The Divisional Court (Denman and Wills, JJ.) held that the following classes of property were exempt from duty as being within sub-section 2, on the ground that the profits were applied "in a manner expressly prescribed by Act of Parliament," namely, (1) the ninety-one acres allotted in lieu of common rights, (2) the eight acres allotted for repair of the highway, and (3) the nine acres given by the railway company in exchange for allotments taken, and the interest on unpaid purchase-money so far as it represented allotments taken. They held, further, that (4) the exemption did not extend to "the Intack" or to the interest on unpaid purchase-money so far as it represented part of "the Intack" taken, inasmuch as those profits were not applied by virtue of an Act of Parliament, nor did they otherwise fall within sub-section 2, nor were they applied to a "charitable purpose" within the meaning of sub-section 3. From that decision the Commissioners of Inland Revenue and the "pasture-masters" both appealed, so far as it was against them respectively, and judgment was given dismissing the appeal of the commissioners on the 18th ult., their lordships reserving their opinion on the "pasture-masters'" appeal as to "the Intack."

THE COURT (Lord HERSCHELL and LINDLEY and KAY, L.JJ.) now dismissed the latter appeal, affirming the judgment of the Divisional Court.

Lord HERSCHELL, in a written judgment, having stated the facts and the provisions of section 11 of the Act, as above set forth, said there could be no doubt that the land called "the Intack," over which the freemen inhabitants of the Bootham Ward enjoyed right of pasturage, was, by the enacting words of the 11th section, subjected to the duty. The only question was whether it was within either of the exemptions. It was contended on behalf of the "pasture-masters" that it was "property which, or the income or profits whereof, was legally appropriated and applied for a charitable purpose." In order to establish that the land in question was vested in the Mayor of York upon a charitable trust, reliance was placed upon the decision of the Court of Appeal in the case of *The Christchurch Inclosure Act* (38 Ch. D. 520, 26 W. R. Dig. 30). His lordship thought that that case and the case of *Goodman* v. *Mayor of Saltash* (31 W. R. 293, 7 App. Cas. 633), which it followed, did establish the proposition that the land was vested upon a charitable trust. If, therefore, the words "charitable purpose" in the exemption were to be construed as extending to all charitable trusts, using those words in the very wide sense attributed to them by the courts, it would follow that the exemption applied to the present case. But it was to be observed that if that extended meaning were given to the words "charitable purposes," the whole of sub-section 2, except perhaps the exemption of property "applied in the manner expressly prescribed by Act of Parliament," would be wholly unnecessary; further, the words in sub-section 3 which immediately preceded and followed "for any charitable purpose" were also unnecessary upon that construction. Undoubtedly property held by a body corporate or unincorporate "for the promotion of education, literature, science, or the fine arts" was, technically speaking, held upon a charitable trust. Naturally, the main reliance was placed upon *Commissioners of Income Tax* v. *Pemsel*, before the House of Lords (1891, A. C. 531), and it was urged that the same construction should be put upon the words "charitable purposes" in the Act of 1885 as they were held to bear in the Income Tax Act. His lordship did not see any ground for departing from what he said in that case with regard to the little weight to be attached to the fact of specific exemptions being found side by side with general words that would cover them, as a reason for narrowing down the meaning of the general words; but, after all, each statute must be looked at by itself, and the nature of the specific exemptions among which the general words were found. In the present case the words which had to be construed were between specific exemptions, which, if the words were used in their widest sense, they would be sufficient to cover. His lordship was satisfied that they could not have been intended in the enactment under discussion to bear the wide technical meaning, and, if that were the correct conclusion, it followed that the property in question was not exempt. It was unnecessary, and would be undesirable, to attempt to define what were "charitable purposes" within the meaning of the exemptions. It was sufficient to say that, giving the words the widest interpretation of which they were capable short of the technical one, the present case was not within them. The judgment appealed from must therefore, in his opinion, be affirmed.

LINDLEY and KAY, L.JJ., concurred.—COUNSEL, *Lockwood*, Q.C., and *H. Fellows*; *Sir E. Clarke*, S.G., and *Danckwerts*. SOLICITORS, *Smiles & Co.*, for *R. & R. P. Dale*, York; *Solicitors for Inland Revenue*.

[Reported by ARTHUR LAWRENCE, Barrister-at-Law.]

GOOD & CO. v. ISAACS & SONS—No. 2, 2nd April.

SHIP—DEMURRAGE—CHARTER-PARTY—DISCHARGE "AT USUAL FRUIT BERTH AS FAST AS STEAMER CAN DELIVER, AS CUSTOMARY"—DELIVERY DELAYED BY PORT REGULATIONS.

This was an appeal from a judgment of Charles, J., by whom the action was tried without a jury. The action was for breach of a charter-party, and the principal point to be decided was whether the plaintiffs were entitled to four days' demurrage at the rate of £20 a day. The charter-party, which was dated the 2nd of February, 1889, was entered into between the plaintiffs, who were owners of a steamship called *The Artemis*, and the defendants, who were fruit merchants, and provided that the vessel should proceed to certain ports in Spain, and there load a cargo of oranges, and should therewith proceed to Hamburg "to be discharged at usual fruit berth as fast as the steamer can deliver, as customary, and where ordered by the charterers." The berths usually occupied by fruit ships at Hamburg are two berths opposite certain warehouses on the quay, the practice being to discharge fruit by means of cranes into these warehouses. The warehouses and cranes are under the management of Government officials, who regulate the unloading of vessels, and without whose permission the cranes cannot be used, and it rests with the official having the management of the quay to determine where a vessel is to be moored. *The Artemis* arrived at Hamburg on the afternoon of the 6th of March, 1889, and was moored near the fruit warehouses, at a place proper for unloading, but without the authority of those having the management of the quay. At 6 o'clock the next morning the vessel was ordered to move from this place, and did so to a short distance, and again moved on the morning of the 8th of March to the place where she ultimately discharged. The discharge was commenced on the 11th, and was concluded on the 12th of March. In answer to the plaintiffs' claim for demurrage, the defendants said that by reason of the usual fruit berth in Hamburg being fully occupied, and there being no other available space or accommodation for the ship on the days in question, she was not able to commence discharging her cargo until the 11th of March, when she discharged as fast as she could deliver her cargo. Charles, J., decided in favour of the plaintiffs. The defendants appealed.

THE COURT (Lord HERSCHELL and LINDLEY and KAY, L.JJ.) allowed the appeal.

Lord HERSCHELL, after stating the facts, continued:—I take it to be clear that under the terms of the charter-party the obligation of the charterer to unload did not commence until the vessel was berthed in a usual fruit berth. If authority for this were needed, the judgment of this court in the case of the *Tharsis Sulphur and Copper Co.* v. *Morel Brothers & Co.* (40 W. R. 58; 1891, 2 Q. B. 647) appears to me to supply it, and I do not think that a vessel can be properly said to be so berthed unless she occupies the berth by the direction or with the assent of the harbour authorities. If, though she has arrived there, she is not permitted to remain for the purpose of unloading, but is directed by the port authorities immediately to remove to another place, I do not think she can be said to have arrived at her place of discharge so as to impose upon the charterers the obligation forthwith to unload. I am, therefore, unable to agree with the learned judge who tried the action in thinking that this obligation arose on the evening of the 6th of March. In my opinion it commenced at the earliest on the morning of the 8th. Inasmuch, however, as the discharge was not commenced until the 11th and terminated on the 12th, the question still remains whether the plaintiffs have not made good a part of their demurrage claim. The evidence shews that the reason why the discharge of the vessel did not commence earlier was that the warehouses were full, and that there was not room for the fruit which formed the cargo of *The Artemis* till the day when the discharge commenced. When it appeared on the arrival of *The Artemis* that some delay would ensue before the cargo could be discharged into the warehouses, the consignee offered to take discharge in lighters, pointing out at the same time that such a mode of discharge from the vessel would occupy some days. The master refused to give discharge in that way. Under these circumstances, are the defendants liable for demurrage? The plaintiffs assert that they are. The charterers, they say, were bound to take discharge of the cargo "as fast as the steamer could deliver, as customary"; the customary mode of delivery was to discharge by means of cranes into the warehouses; this took but two days, which they assert is the measure of the time allowed for discharging the vessel, even if it be established that according to the custom of the port the use of these cranes could not be obtained earlier than it was. That, they allege, is wholly immaterial; the ship must take the risk of it. Now the plaintiffs themselves, while claiming the benefit of the speedy mode of discharge by means of the cranes, because it was the customary one, maintain that they were entitled to disregard the restrictions which the custom of the port places upon the use of those applicances. I do not think that it is possible to sustain this contention. Supposing that at a particular port the customary mode of discharge were by certain appliances belonging to the harbour authorities, and that the use of these appliances were restricted to particular days or hours, could it possibly be argued that under a charter-party worded like the present one the time for delivery was to be measured by ascertaining in what time a vessel could be discharged if

those appliances were used every day and at all hours without regard to the port restrictions? I can see no real distinction between that case and the present, where the cranes could only be used according to the custom and regulations of the port, provided there was room in the warehouses to receive the goods as they were discharged. There can be no doubt that under a charter-party such as the present the charterers or consignees would be bound to do all in their power to procure discharge of the cargo as quickly as possible. One may suspect that if more active steps had been taken by the consignees of the cargo the warehouses might have been earlier ready, and the quay authorities in a position to permit unloading, but I cannot say that any such case was proved. No authority was cited which, in my opinion, conflicts with the view I have indicated. On the contrary it receives, I think, support from the reasoning of the lords who took part in the judgment in the case of *Postlethwaite* v. *Freeland* (28 W. R. 833, L. R. 5 App. Cas. 599), and the very point appears to have been decided by the Court of Session in Scotland in the case of *Wyllie* v. *Harrison* (13 Ct. of Sess. Cas., 4th series, 92). The charter-party there provided that the cargo was to be discharged "as fast as the steamer can deliver after having been berthed as customary." It was the custom at the port of discharge that on notification by the consignees or charterers of the arrival of a vessel to one of the two railway companies whose lines ran along the quay, the company should provide trucks into which the cargo was to be discharged by means of steam cranes provided by the harbour authorities. It was a rule of the port that pig iron should not be laid down on the quay. On the arrival of the vessel due notice was given to the railway company by whose line the cargo was to be forwarded, but delay was occasioned through the failure of the railway company to supply trucks. The Lord President and three other judges of the Court of Session held that under the circumstances the consignees were not liable to demurrage. For the reasons I have given I think the judgment of the learned judge in the court below, as regards the question of demurrage, cannot be supported.

Lindley and Kay, L.JJ., concurred.—Counsel, *Walton*, Q.C., and *Isaacs*; *Barnes*, Q.C., and *Hollams*. Solicitors, *C. J. Smith & Gofton*; *Botterell & Roche*.

[Reported by W. A. G. Woods, Barrister-at-Law.]

BAIN *v.* **ATTORNEY-GENERAL, R. H. USHER cited**—No. 2, 30th March.

Costs—Jurisdiction—Petition for Declaration of Legitimacy—Citation of Third Party—Opposition of such Person—"Become a Party"—Petitioner's Costs—Divorce and Matrimonial Causes Act, 1857 (20 & 21 Vict. c. 85), s. 51—Legitimacy Declaration Act, 1858 (21 & 22 Vict. c. 93), ss. 4, 5, 7, 8, 11.

This was an appeal from a decision of the President of the Probate Division ordering that R. H. Usher, a party cited to see proceedings in the cause, should pay the petitioner's taxed costs. The matter arose under the Legitimacy Declaration Act, 1858, and the question (which had been raised before, but not decided) was whether there was jurisdiction to make the order. The petition was brought by Mrs. Bain, the daughter of R. H. and M. Usher, born in the year 1866, to obtain a declaration that she was the legitimate daughter of R. H. Usher. R. H. Usher was cited in the proceedings, and obtained leave to become a party and oppose, and he pleaded a traverse of all the allegations in the petition. The President in the result decided in favour of the petitioner, and made a declaration accordingly, reserving the question of costs. On the question of costs being subsequently argued, he decided that the Attorney-General should neither pay nor receive costs, but that R. H. Usher should pay the petitioner's costs. From that decision R. H. Usher appealed.

The Court (Lindley, Bowen, and Kay, L.JJ.) dismissed the appeal.

Lindley, L.J., said that the case was one of some importance and of some novelty. The question had indeed occurred in the case of *Frederick* v. *Attorney-General* (3 P. & D., at p. 276), but it was not decided there. Now the court was asked to decide it. It was under the Legitimacy Declaration Act, 1858. The petitioner had presented her petition under that Act to have her legitimacy declared, the petition had been served on the Attorney-General and on certain other persons directed; the appellant, R. H. Usher, had been cited, and he had asked for permission to become a party to the proceedings. The petition had been heard, and an order of legitimacy made. The President had considered it proper to order the appellant to pay all the costs of the proceedings, and the question the court had to decide was whether he had jurisdiction to make such order. For the appellant it was said there was no jurisdiction. To settle the question it was necessary to look rather closely at the Act. The important sections were sections 4, 5, 7, 8, and 11. Section 4 was important, which, shortly read, said this: All the provisions of the Act of the last session—that is, the Divorce and Matrimonial Causes Act (20 & 21 Vict. c. 85)—so far as the same may be applicable, shall extend to applications and proceedings in the court under this Act as if the same had been authorized by the said Act. Then section 11 said: "The said Act of the last session and this Act shall be construed together as one Act." That made the Act of 1858 one with the Divorce Act, section 51 of which, as to costs, was very important. It ran as follows: "The court, on the hearing of any suit, proceeding, or petition under this Act . . . may make such order as to costs as to such court . . . may seem just; provided always that there shall be no appeal on the subject of costs only." Then section 5 of the Act of 1858 said that "in all proceedings under that Act the court should have full power to award . . . costs *to* any persons cited, whether such persons should or should not oppose the declaration applied for, in case the court should deem it reasonable that such costs should be paid." On that the appellant's counsel based his argument, contending that, if the court had already jurisdiction to award costs, that section would not be required, and that, inasmuch as it was inserted, it implied that the court had not jurisdiction without it, and as it only gave the court power to award costs *to* any person cited, it followed, on the principle of *expressio unius exclusio alterius*, that there was no jurisdiction to order any such person to pay costs. Section 7 was as follows: "Where any application is made under this Act to the . . . court, such person or persons (if any) besides the . . . Attorney-General as the court shall think fit, shall, subject to the rules made under this Act, be cited to see proceedings or otherwise summoned in such manner as the court shall direct, and may be permitted to become parties to the proceedings and to oppose the application." The persons to be cited were "such persons as the court should think fit"; it was the court that was to decide who should be cited. Then section 8 ran thus: "The decree of the said court shall not in any case prejudice any person unless such person has been cited or made a party to the proceedings, or is the heir-at law or next of kin or other real or personal representative of, or derives title under or through a person so cited or made a party. . . ." It was only by inference that the court arrived at who was bound by the decree; but the court could arrive at it by inference. It appeared to his lordship that the court had jurisdiction over a person cited who had power to oppose, and, as in the present case, did oppose, and had power to order him to pay costs, as well those incurred before as those subsequent to his citation. The appeal must, therefore, be dismissed.

Bowen, L.J., said he was of the same opinion. The Legitimacy Declaration Act did not create any new court, it merely brought a new proceeding before a court already existing, and that already existing court was to have power over all parties to the new proceedings equally as it had before over parties to the old. But it was contended for the appellant that a person cited was not a party for that purpose. But an examination of the Act satisfied his lordship that, although the mere citation of a person did not make him a "party," yet citation and opposition on his part to the application did. Persons cited were, by section 5, divided into two classes—one, those who opposed, the other, those who did not. Those who did oppose became parties, and put other persons to the trouble and expense of litigation. The court was responsible for the citation, and that was the reason for giving the meaning which the court was giving to section 5—for awarding costs *to* persons cited who did not oppose. But those who did oppose from that moment became litigants. His lordship could understand the difficulty there might be if this were a new court created by the Act of 1858, for then, unless you could see from the statute creating it the power given to deal with costs, there would, his lordship could imagine, be a difficulty; but, there being a court already existing, and that a court with a previous jurisdiction, it could deal with costs in the case of persons brought before it under the new proceeding. He agreed that the appeal must be dismissed.

Kay, L.J., said he was also of the same opinion and for the same reasons. The Act of 1858 supplied defects of the old plan of perpetuating testimony and enabled the court to give an authoritative declaration on questions previously otherwise dealt with. A person cited did not necessarily become a party, but might become a party and oppose. Under section 51 of the Act of 1857 the court had a general jurisdiction over a person and as to costs. The two Acts were to be read together, so that the court, for the purpose of dealing with a matter under the Act of 1858, had the fullest jurisdiction as to the matter brought before it. A person did not become a party merely by being cited or summoned, for the section (the 7th) went on to say that such persons "may be permitted to become parties," so that there must be some act of volition on his part in order to make himself actually a party. If he did become a party, then the court, as followed of necessity, could bind him as to costs as well as in other matters. Both section 7 and section 8 contemplated two positions—the person might be cited but not become a party; he might also, on the other hand, become a party and oppose. It was unanswerable that he would be subject to jurisdiction to give costs against him but for section 5. But that section was not inconsistent with section 7. Under section 5 a person did not become a party, but still the court might think it right to award that costs should be paid *to* him. In his lordship's opinion the court had jurisdiction to order a person who was cited, and by his opposition put other persons to expense, to pay the costs if it thought it just and right in other respects to do so. The appeal must be dismissed.—Counsel, *Bargrave Deane* and *Simey*; *Inderwick*, Q.C., and *Gatey*. Solicitors, *Hickin & Fox*, for *Simey & Iliff*, Sunderland; *J. E. & H. Scott*, for *T. Tinley Dale*, South Shields.

[Reported by Arthur Lawrence, Barrister-at-Law.]

High Court—Chancery Division.

Re **CHAWNER'S WILL**—Chitty, J., 31st March.

Settled Land Act, 1882, s. 7, sub-section (2); s. 8, sub-section (1)—Lease—Beneficial Rent—Tenant for Life.

A lease of a house and lands was granted in February, 1889, for twenty-one years at a yearly rent of £180. In April, 1889, the lessor died, having by her will devised the house and lands to trustees upon trust for a person as tenant for life. The lease was afterwards bought from the original lessee for £1,000, and the purchaser of the lease expended £4,000 in improvements and the erection of buildings on the house and lands. He then applied to the tenant for life under the Settled Land Act, 1882, for a ten years' extension of the lease at the rent of £180, and it was proposed that the existing lease should be surrendered, and a new lease in the nature of a building lease granted for the term of twenty-nine years. The tenant for life was willing to

accede to the application, but the trustees of the will objected, on the ground that there was no consideration for the additional term. On behalf of the tenant for life it was argued that the past improvements were still unexhausted, and were a sufficient consideration within the meaning of the Settled Land Act, 1882, which provides (section 7, sub-section (2)) that "every lease shall reserve the best rent that can reasonably be obtained, regard being had to any fine taken, and to any money laid out or to be laid out for the benefit of the settled land, and generally to the circumstances of the case." The same Act also provides (section 8, sub-section (1)) that "every building lease shall be made partly in consideration of the lessee, or some person by whose direction the lease is granted, or some other person, having erected or agreeing to erect buildings new or additional, or having improved or repaired, or agreeing to improve or repair, buildings, or having executed, or agreeing to execute, on the land leased, an improvement authorized by this Act, for or in connection with building purposes." The house was being offered by the lessee at a yearly rent of £290 with a premium of £1,800.

CHITTY, J., said that the proposed transaction did not fall within the enabling powers of the Settled Land Act, 1882. Section 53 shewed that a tenant for life could not exercise the powers conferred on him by the Act for the benefit of strangers or friends or out of sympathetic feeling, but must act reasonably as a trustee would have to act. It had been argued by the tenant for life that the consideration mentioned in section 8 comprised past voluntary expenditure. The trustees, however, said that "consideration" was a technical term well known in law, and what was meant was legal consideration. He thought that the trustees were right, and that he was bound to read the words as importing a consideration in law. That being so, he held the case did not fall within section 8 so far as it was necessary to have recourse to that section. Section 7 did not justify a longer lease than twenty-one years, except in the case of building or mining leases. In reading section 7 the words "any fine taken" meant any fine taken in consideration of the lease to be granted. It was, however, argued that "any money laid out" was to be taken in its literal sense as comprising past voluntary expenditure. It was clear that the words "to be laid out" imported some obligation to lay out money, not including past voluntary expenditure. It was obvious there was some limitation; thus a tenant for life in granting a lease to a son of a tenant could not take into consideration the past expenditure by the father on the property. The money laid out must be money laid out in reference to the transaction of the lease, and the words referred to an obligation imposed on the tenant by the transaction itself. In this case it was proposed to make a gift of a term of ten years at an inadequate rent. Under the Agricultural Holdings Act, 1883 (s. 43), the landlord, though bound to reserve the best rent, was specially exempted from taking into account against the tenant of the holding the improvements he had made or paid for. That was legislation of a special kind, and there was no legitimate reason for applying a similar principle to the Settled Land Act, 1882, the property being not agricultural land, but houses and other property upon the land.—COUNSEL, *E. Beaumont; A. W. Rowden.* SOLICITORS, *Park, Nelson, Morgan, & Gemmell.*

[Reported by V. DE S. FOWKE, Barrister-at-Law.]

Re **DUVALL, DUVALL** *v.* **CRADDOCK**—North, J., 26th March.

MARRIAGE—EVIDENCE—PRESUMPTION.

This was a summons raising a question as to the presumption of a marriage between two persons who cohabited and were generally regarded as man and wife. The question arose in respect of a legacy of £5,000 settled by the will of one Benjamin Duvall, who died in 1885. The testator settled sums of £5,000 on each of his children. One such sum was bequeathed on trust to pay the income to his son, F. B. Duvall, for his life, and after his death to the wife of the said F. B. Duvall, if he should so appoint, for her life, and then in trust for the children of the said F. B. Duvall as he should appoint, and in default of appointment amongst such children equally. In case of failure of the above trusts the testator directed the sum of £5,000 bequeathed to F. B. Duvall to be divided amongst his other children by way of accruer to the legacies bequeathed to them. F. B. Duvall lived in New Zealand with a lady who passed as his wife, and by whom he had two children. He made a will in 1887 appointing a life interest in the £5,000 to his wife, and after her death dividing the fund between his two children equally. He died in 1888. There being doubts as to the existence of a marriage this action was brought for the administration of the trusts of the legacy. The chief clerk found by his certificate that there was no marriage. The action was now brought on by a summons on the part of Mrs. Duvall to vary the chief clerk's certificate by finding that she was the lawful wife of the late F. B. Duvall, and her children the lawful children of their marriage. There were in evidence affidavits by a clergyman, a doctor, and other persons who had known the late F. B. Duvall and his reputed wife in New Zealand, to the effect that they had always lived together as man and wife and were universally regarded as such, and that no doubt had ever been thrown upon the validity of the marriage. Mrs. Duvall herself made an affidavit, from which the following is an extract:—"On December 5, 1878, he proposed to take me for a drive to Onehunga, a village about six miles from Auckland, together with a Mrs. Blades, an elderly woman, who was connected in some way with the Prince of Wales Hotel, at which he was living, and I consented, and accompanied him and the said Mrs. Blades to Onehunga as aforesaid in a cab, and during the journey he proposed that we should be married at Onehunga, and stated that he had made arrangements for the marriage to take place there on that day. We alighted from the cab close to the railway station and the cab was sent away, and shortly after the Auckland train arrived, and a gentleman, who from his dress and appearance I was satisfied was a clergyman, came out of the railway station and shook hands with and talked apart to the said F. B. Duvall, and I was then introduced to this gentleman, and it was explained that he was to marry us. I then had a conversation with the said F. B. Duvall, and after his entering into a promise to abstain from drink I consented to marry him, and about half an hour afterwards the said F. B. Duvall took me to a cottage in the vicinity, where luncheon had been prepared for us, and after luncheon the clergyman came into the house, and the said F. B. Duvall told him we were prepared for the ceremony, and the clergyman said he required two witnesses, and sent the woman out for two men who were working on the road close by, and when the men came in the usual marriage service was gone through. The ring I had previously seen was put on my finger by the said F. B. Duvall, some blue papers were produced, and I distinctly remember the said F. B. Duvall signing a blue paper ruled with columns and bearing a strong resemblance in its appearance to a copy of the entry of death I have seen attached to an affidavit sworn in this matter. I never inquired the names of the two witnesses. I did ask the name of the clergyman, but have forgotten it; but I recollect the said F. B. Duvall stating that he was on a visit to Auckland, and belonged to one of the southern provinces, and that he had known him in Lyttelton." A number of letters from F. B. Duvall to his relatives in England, in which he constantly spoke of his wife and children, were put in evidence. There were also in evidence certificates of the baptism of the two children and of the death and burial of F. B. Duvall. Some points of Mrs. Duvall's evidence were not consistent with the evidence of the documents; for instance, in one of the baptismal certificates the parents were said to have been married at Lyttelton. The following cases were referred to in the argument:—*Hervey* v. *Hervey* (2 Wm. Blackstone, 877), *Read* v. *Passer* (1 Esp. 213), *Leader* v. *Barry* (*Id.* 353), *Wilkinson* v. *Payne* (4 T. R. 468), *Piers* v. *Piers* (2 H. L. Cas. 330), and *Aronegary* v. *Vaigalie* (6 App. Cas. 364).

NORTH, J., stated the facts proved irrespective of the evidence of Mrs. Duvall. He said that those facts shewed that by general reputation Mr. and Mrs. F. B. Duvall were regarded as man and wife, and that there was nothing inconsistent with that view, and that all the acts of Mr. Duvall were consistent with that, and not consistent with the contrary view. Without going into the earlier cases that had been cited as to the presumption of marriage from common reputation, he considered himself bound by the more modern cases, and especially *Piers* v. *Piers*, decided by the House of Lords in 1849. The presumption was not one of law—that is to say, one which could not be rebutted—but, according to the authorities and upon the facts, there was a presumption of marriage in the absence of evidence to the contrary. The question was, whether the presumption had been displaced by evidence to the contrary. There was not a tittle of evidence to the contrary. The evidence of Mrs. Duvall was certainly open to suspicion; there were statements in some of the documents inconsistent with her account of what took place; it was not such evidence as, if she had positively to prove an affirmative proposition, he could have accepted without support. But even if he came to the conclusion that her account of the marriage was false, or that no marriage had duly been solemnized at the time and place she alleged, that would not be sufficient to rebut the strong presumption of some valid marriage having been solemnized between the parties some time before the first child was born. He must, therefore, find in favour of the applicant, and vary the chief clerk's certificate.—COUNSEL, *Cozens-Hardy*, Q.C., and *Chester Jones; Everitt*, Q.C., and *Alexander*, Q.C.; *W. F. Webster.* SOLICITORS, *Lewis & Sons.*

[Reported by G. B. M. COORE, Barrister-at-Law.]

Re **CLIFF'S TRUSTS**—North, J., 2nd April.

WILL—FOREIGN ORIGINAL—TRANSLATION—PROBATE.

This was a petition for payment of funds out of court. It was contended on behalf of certain parties interested that they would obtain a larger share of the funds if the original French will under which the trusts arose were before the court. It appeared that the French original had not been proved in this country at all; a copy of the French will had been produced before the probate authorities together with an English notarial translation, and administration had been granted of the English translation. The cases of *Lafitte* v. *Labat* (1 P. Wms. 526) and *Bernal* v. *Bernal* (3 M. & C. 559) were referred to.

NORTH, J., said he was bound to look to the French document as well as the English. As none of the parties required the French document to be proved, he would dispense with that formality, and he was prepared to look at the original as if it had been part of the probate. Domicile must be proved, because, if it was French, French law would prevail. The learned judge was not prepared to construe a French legal document himself. The translation must therefore be prepared upon a different footing, by an expert. Meantime the petition would stand over generally.—COUNSEL, *Terrell; Rogers; Ingpen.* SOLICITORS, *Chas. Sawbridge & Co.; Clayton, Sons, & Fargus; Collings & Co.*

[Reported by G. B. M. COORE, Barrister-at-Law.]

Re **MID KENT FRUIT CO.**—North, J., 2nd April.

COMPANY—WINDING-UP—COMMITTEE OF CREDITORS—COMMITTEE CAN ONLY BE REPRESENTED AS INDIVIDUALS.

On the hearing of this winding-up petition, Brice, Q.C., said he appeared for a committee of creditors of the company.

NORTH, J., said that the learned counsel could only appear as representing the individual creditors composing the committee, and not as counsel for the committee as such.—COUNSEL, *Cozens-Hardy*, Q.C., and *Swinfen Eady; S. Hall*, Q.C., and *Jenkins; Brice*, Q.C., and *Micklem; Ingpen.* SOLICITORS, *Bower, Cotton, & Bower; Saunders, Hawksford, & Bennett; Sykes & Batten; Rodgers & Clarkson.*

[Reported by G. B. M. COORE, Barrister-at-Law.]

THE LORD CHANCELLOR ON THE LAW AND LAWYERS.

The annual dinner of the Birmingham Law Students' Society was held on Saturday evening at the Great Western Hotel. The President (the Lord Chancellor) was in the chair, and Mr. F. W. Lowe was vice-chairman.

Lord Halsbury having given "The Queen and Royal Family," delivered his address to the students. He believed that at least as high a standard of what is right and honourable and best befitting a man of honour was common among lawyers as prevailed in any other profession whatever. Of course he had read lately some very interesting communications from "Cato" and persons of that character. They would understand what he meant when he said, "I know that 'Cato': he comes from Sheffield." Besides the professors and practitioners of the law, the law itself was the subject of great animadversion. Persons who knew very little of it indeed were never tired of saying that it was costly, complicated, tedious, and very uncertain. Well, he was not prepared to deny that in some respects all these epithets might be deserved. But let them come to close quarters on these questions. The law was complex, but so, too, were human society and all the conditions and relations of human life and work and intercourse. Besides, he was not certain that the influence of lawyers had much to do with the making of the laws. A certain brilliant French writer, giving an account of a Bill brought into the House of Commons, explained that there were four gentlemen's names on the back of the Bill, and when the second reading was moved they were asked some questions about it, and, said M. de Tocqueville, "It will hardly be believed in this country [his own] that not one of these gentlemen knew what was in it." Undoubtedly the fact was that Bills of second or third rate importance—and they were always called that if they were legal Bills—never had a chance of being passed if they were discussed at all, and the result was that Bills came up to the second chamber in such a condition sometimes that it was very difficult indeed to turn them ever into sense, sometimes into grammar. They had, in fact, got into a fashion of drafting Acts of Parliament so that an Act did not in the least disclose what was in it, but provided that something or another should mean something else, that this should be deemed to be that, and that after you have done all, this shall be read with such and such a section of such a former Act of Parliament and both shall be read as one Act. When the complaint was made that the law was complex, and lawyers themselves were supposed to be responsible, he could not forbear from saying that the great body of the laity who were represented in Parliament had only themselves to thank. As to the cost of law, he supposed nobody liked to do anything for nothing if they could help it, and if people would employ the services of otherp eople he did not know why they should not pay for it. It was very remarkable that everybody else was supposed to be paid for his labour but the lawyer, and that it was wicked and cruel and abominable of him to expect to be paid. He once was visiting at a country house, when a kindly, sensible old lady spoke to him about the cruelty and the wickedness of her lawyer's bill—a topic not absolutely unfamiliar to him, and the one thing in particular that she could not get over. The boundary was in dispute, and the lawyer went over the estate with her, and the old lady said with much indignation, "I shewed him all this, and then I find in his bill he has charged me for it." What made the cost of the law? Everybody seemed to think that everything was done for nothing. That was not his experience. A litigant had to prove his case, and to do that he had got to bring his witnesses. Did clients imagine that witnesses all came for nothing? If so, they had never seen witnesses besieging a lawyer's office as he had seen them. He could not help saying that they had but lately got rid of a very useful thing to diminish costs and prevent the necessity of sworn testimony, that which it was now such a horror to mention, the system of special pleading. He had often heard it said, "A long record makes a short cause," which meant that the matter in dispute would be reduced so that everybody would know what was going to be tried, and many of the witnesses now required would have become unnecessary. He had seen of recent years a mass of evidence got together which nobody knew a word about. As for the ethics of advocacy, there were questions of fact and questions of law to be tried, and questions of fact struck different minds differently. Therefore, it was invaluable to have trained advocates, who were not necessarily parties to injustice because they might be on the side which ultimately turned out not to be the right side. Speaking from his experience as a judge, he believed that the assistance given to the cause of justice by advocates was invaluable. If people instead of writing under the signatures to which he had referred had ever acted as a judge and had tried to do his duty conscientiously, he would feel that but for the assistance given to him by those who represented both parties, he would have to spend an enormous amount of time in considering the case in all its aspects, most of which labour was now spared to the judge through the efforts of the bar to contribute to the administration of justice. He did not acquiesce in the view that it was necessary for an advocate to pledge his own belief or authority in favour of any particular view of which he was the representative—he ought to forget his own personality altogether. This was what lawyers could not drive into the heads of the people who talked flabby nonsense about making the worse appear the better reason. The question in courts of justice was not the abstract truth which the philosopher might obtain by analysis or the chemist in his laboratory, but what was proved according to law. Let people clear their minds of this cant which made advocacy wrong. The English courts had to administer the law, and not *eadi* justice. Without applying to the law either the eulogium often quoted from Hooker's "Ecclesiastical Polity"—terms which Hooker really meant in fact for law in the abstract, the harmony of the spheres, and so on—or the condemnation of it in Hallam's "Modern Europe," he would say that our legislators would do well to check themselves in their anxiety to improve every part of the law, would occasionally let things alone until they understood what they were dealing with, and allow mercantile law to grow up as it had grown up amongst us—sometimes, he believed, in defiance of Westminster law—and not always be trying back upon the past. As for the abolition of special pleading, he would simply say that we had now got a system which was not calculated to encourage accuracy. The law was said to be uncertain. He did not deny that. Men's minds were different, and each man determined, according to his own judgment, what was the right and truth. But, again, who was responsible for all that? The moment an Act of Parliament was passed every man whose interest was the other way began applying his mind to see how he could evade it, and men's minds were very ingenious indeed. In a certain case the question was whether a man had complied with the directions of a testator, which were that each of the three legatees were to put £100 into his coffin. Two of them, plain, straightforward people, put their hundred pounds in like men. The third, who, he thought, came from the other side of the Atlantic, said, "Well, I did it, too. I put in a cheque for £300, payable to order, and I took out the change." People, in fact, were constantly drafting puzzles and conundrums of the most difficult character, and then, because these problems were not at once solved the law was blamed because the law was so uncertain in its application. But the law, people said, was tedious. Here was an illustration of a case which certainly had gone on a very long time. A man died possessed of £6,000 worth of property, and instead of giving it in his lifetime, so that somebody might have got some profit out of it, he left an elaborate will under which the property was to be divided amongst all his relatives. He (the president) believed they would have got 3s. 6d. each. But before any one of them could get his 3s. 6d. all the claimants had to be found. Some had gone to South Africa, some to America, and some to Australia and other distant parts of the world. Then the Court of Chancery was blamed, and the law was accused of tediousness and complexity and wastefulness. Of course, there was a simple common-sense solution of the problem, but the Legislature would not let the courts do what they liked, and the Court of Chancery could only do what the law permitted. He believed that the surest tribunal to arrive at the best decision on a question of fact was a jury. "Cato" and his brethren were sufficiently numerous in pointing to wrong verdicts of juries, judges had often done exactly the same thing, but he believed that the most satisfactory mode of arriving at a decision on a question of fact was to submit the question to twelve average intelligent men. He did not say there was much in the number twelve, but there was a good deal in an even number, and one of the most valuable things about the system was that the jury had nothing to do with the law, and the judge had nothing to do with the fact. For thirty or forty years a famous jury had been supposed to have found an extraordinary verdict at Launceston in a poisoning case. This jury had long been a byeword, and much amusement used to be caused by the recital of verses in the Cornish dialect, giving absurd arguments which the jury were supposed to have used in deciding that the accused was innocent. But a short time ago he read the shorthand notes of that trial, and he came to the conclusion that this much abused jury did quite right. And judges who had tried cases and had differed from juries at the time had in many cases afterwards come to the conclusion that the jury were right. Another very good thing about the verdict of a jury was that it was very difficult to upset it. In conclusion the president eulogized the profession of a lawyer as one in which men might live a useful life in this world, doing good to their neighbours and to the whole community.

LAW SOCIETIES.

UNITED LAW SOCIETY.

March 28.—The subject for debate was: "That in the interests of the working classes every workman should become a member of a trades union." Mr. Hughes opened the discussion, and was opposed by Mr. Sinclair Cox, the other speakers being Messrs. Green, Minchin Voules, Goodfellow, Hudson, Bryant, Common, L. W. Browne, and Hawkins. The voting upon the question being equal, the chairman gave his casting vote for the motion.

LAW STUDENTS' JOURNAL.

LAW STUDENTS' DEBATING SOCIETY.

At a meeting of this society held at the Law Institution on the 29th of March, Mr. F. K. Munton delivered an interesting address on "Our Legal System." In the course of his address Mr. Munton dwelt on the importance of intercourse between the older and younger members of the profession, and referred to his recent communications to the *Times*, and the subsequent discussion in that journal with reference to the necessity for reducing the expense and delay incident to litigation. Mr. Munton suggested (1) that it was worth considering whether a defendant should not be compelled to swear that he has a good defence to the action before being allowed to enter an appearance to a specially-indorsed writ, and he, at all events, thought that a plaintiff should be at liberty to apply for leave to sign judgment at any stage of an action when from the state of the pleadings or otherwise it appeared that the defendant had no sub-

stantial defence. With reference to discovery of documents, Mr. Munton complained of the time taken up in connection with the preliminary summons and preparation of the affidavit of documents, and he thought that the costs of discovery should be paid down by the applicant in the first instance. With reference to interrogatories, he complained of the delay and expense thereof, and discussed various shorter processes. He protested earnestly against the system of divisional courts, and advocated the abolition thereof, and pointed out that thereby the services of at least one additional judge would be available for the trial of actions. He remarked that in the Chancery Division one judge alone dealt with the interlocutory proceedings now dealt with by the Divisional Court consisting of two judges, and complained of this waste of judicial power. With reference to the question of costs, Mr. Munton referred to the increase of the court fees and the reduction in solicitors' charges. He pointed out that fees to leading counsel had been doubled during the last twenty-five years, and that such fees could not be recovered from the opponent, whereby in many cases even successful litigants are out of pocket in the result. He explained that under the French system litigants pay advocates out of their own pockets, not a penny being recoverable from their opponents, and he discussed the advantages and disadvantages of the different systems. With reference to appeals, Mr. Munton objected to the wholesale permission to question decisions, particularly in connection with interlocutory proceedings. As to the decrease of commercial litigation, he strongly advocated the separation of such cases from the other lists, and urged that preference should be given to the commercial list whenever the number of courts was temporarily lessened. Mr. Munton touched upon a number of other topics connected with the legal system, his address occupying considerably over an hour, and meeting with frequent signs of approbation.

At the conclusion a very cordial vote of thanks was accorded to Mr. Munton, and a discussion subsequently ensued, in which Messrs. Crawford, Woodhouse, Payne (visitor), Archer White, and Worthington Evans took part. There was a large attendance of members and visitors.

LEGAL NEWS.

OBITUARY.

Mr. William Barber, Q.C., late County Court Judge, died on the 30th ult. He was the eldest son of Mr. Joseph Barber, of Brighouse, Yorkshire, and was born in 1833. He was educated at Worcester College, Oxford, and was called to the bar in 1862. He took silk in 1882, and was elected a bencher of his inn in 1885. He was Professor of the Law of Real and Personal Property to the Council of Legal Education from 1881 to 1886, and was appointed County Court Judge of Circuit 19 in September, 1889. Unfortunately his health had then begun to fail, and never allowed him to realize the expectations which were entertained on his appointment. Mr. Barber was a sound and able lawyer of great experience, and enjoyed an excellent practice both as a junior and Queen's Counsel. He contested the borough of Halifax in 1880.

Mr. Benjamin Marsland, the senior surviving member of the firm of Keene, Marsland, & Bryden, of No. 15, Seething-lane, London, E.C., died very suddenly on the 26th ult. at his residence, No. 228, Walworth-road, S.E., in his seventy-fourth year, from syncope, following weakness engendered by influenza. He was admitted in Trinity Term, 1865. He was well known and highly respected in the City, as well as in the South of London, and took an active interest in works of a charitable and parochial nature. He was for over forty years connected with the Surrey Dispensary, and took a leading part in the management thereof. He was a guardian of the parish of All Hallows Barking, in the City of London, an original member of the City Liberal Club, and a governor and guardian, and trustee of the charity estates of the parish of Saint Mary, Newington, Surrey. He was for several years one of the churchwardens of that parish during the rectorship of the present Archbishop of York. He was buried in Norwood Cemetery on the 31st ult.

APPOINTMENTS.

Mr. Ben. F. Meadows, solicitor, has been appointed Town Clerk of the County Borough of Hastings, in succession to his father, Mr. George Meadows, who has resigned after holding the office for twenty-five years. Mr. Ben. F. Meadows was admitted a solicitor in 1878, since which time he has acted as deputy town clerk.

The Right Hon. Lord Shand has been elected a Member and Honorary Bencher of Gray's-inn.

CHANGES IN PARTNERSHIP.

Dissolutions.

Ernest Wallis and Benjamin Avery the younger, solicitors, 13 and 14, King-street, Cheapside, London. March 1. [*Gazette*, March 25.

John Patrick Mearns and William Boyle, solicitors, Liverpool and St. Helens. March 24. The said John Patrick Mearns will henceforth carry on the business at St. Helen's in his own name, and the said William Boyle will henceforth carry on the business at Liverpool in his own name.

Emil Wilhelm Ludwig Ulrich Peters and Ebenezer Herbert Morris, solicitors (Peters & Morris), Pinner's Hall, Old Broad-street, London. March 22.

Richard Shelton, Arthur Forester Walker, and Thomas Robinson, solicitors (Shelton, Walker, & Robinson), Wolverhampton, and 3, New-court, Lincoln's-inn, London, W.C. March 26. So far as concerns the said Thomas Robinson, the practice will henceforth be carried on by the said Richard Shelton and Arthur Forester Walker.

[*Gazette*, March 29.

William Tew Holland and Charles William Callis, solicitors, Blackburn, Chorley, and elsewhere. November 25, 1891.

[*Gazette*, April 1.

Thomas Hayward Budd and George Brodie have disposed of the business heretofore carried on by them as solicitors, at 33, Bedford-row, London, to the said George Brodie and Edwin Hart, and the said George Brodie and Edwin Hart alone will in future carry on such business under the style or firm of Budd, Brodie, & Hart. March 25.

[*Gazette*, April 5.

INFORMATION WANTED.

Five Hundred Pounds Reward.—Vito Terni, deceased.—Wanted, Last Will and Testament of the above-named deceased, who carried on business as a general merchant at 3, Crown-court, Old Broad-street, London, E.C., and died there on the 29th of August, 1863. There is reason to believe that the deceased made a will before the 8th of April, 1861, and another between that date and his death. The relatives of the deceased offer the above reward to any one giving us such information as shall lead to the recovery prior to the 31st day of December, 1892, of either of such wills.—Dated this 6th day of April, 1892.—Watson & Watson, Solicitors, 101, Leadenhall-street, E.C.

GENERAL.

At Tokenhouse-yard, says the *Daily Telegraph*, they are in the habit of selling all manner of strange things, but perhaps one of the queerest "lots" that has ever been offered for sale was that which failed to find a purchaser on the 5th inst. This was nothing less than a navigable river. The Ouse, from St. Ives to Bedford, with all rights of levying tolls upon it, was the highly desirable property which lay at the mercy of the highest bidder. It was explained by the auctioneer that the aforesaid rights were of venerable antiquity, and confirmed by ancient Acts of Parliament. The only drawback to complete enjoyment was a sort of yearly quit rent of £5 payable to the Duke of Bedford. Yet, in spite of these undeniable attractions, a sum of only £5,200 was offered, and so the river had ultimately to undergo the singular humiliation of being "bought in." Probably no river has ever met such a fate before.

The *Daily News* says: Is the classic phrase "Would you be surprised to hear?" which, thanks to Lord (then Sir John) Coleridge, became so familiar to the jurors in the Tichborne ejectment suit, to be for ever banished from the armoury of the professional cross-examiner? It would seem so, for it can hardly survive the severe condemnation of Mr. Justice Denman. Counsel in a case at the Birmingham Assizes having ventured to put a question to a witness in this now historical form, Mr. Justice Denman sternly observed, "Don't say 'Would you be surprised to hear?' You may have some facts on which you are prepared to cross-examine, but I don't think it makes it at all better to say 'Would you be surprised to hear?' It does not matter to the case (added his lordship) whether or not he is surprised to hear anything, and I never allow that form of question."

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

Rota of Registrars in Attendance on

Date.	Appeal Court No. 2.	Mr. Justice Chitty.	Mr. Justice North.
Monday, April 11	Mr. Rolt	Mr. Pemberton	Mr. Pugh
Tuesday 12	Farmer	Ward	Beal
Wednesday 13	Rolt	Pemberton	Pugh
Thursday 14	Farmer	Ward	Beal
	Mr. Justice Stirling.	**Mr. Justice Kekewich.**	**Mr. Justice Romer.**
Monday, April 11	Mr. Godfrey	Mr. Clowes	Mr. Lavie
Tuesday 12	Leach	Jackson	Carrington
Wednesday 13	Godfrey	Clowes	Lavie
Thursday 14	Leach	Jackson	Carrington

The Easter Vacation will commence on Friday, the 15th day of April, and terminate on Tuesday, the 19th day of April, 1892, both days inclusive.

BIRTHS, MARRIAGES, AND DEATHS.

MARRIAGE.

Gottlieb—Broadhurst.—March 23, at St. Peter's, Bayswater, George Spencer Harris Gottlieb, barrister-at-law, to Amy, eldest daughter of Richard Broadhurst, of 45, Clanricarde-gardens.

DEATHS.

Allen.—March 26, at 42, Connaught-square, Thomas Allen, barrister-at-law, aged 79.
Marsland.—March 26, Benjamin Marsland, of 228, Walworth-road, S.E., and 15, Seething-lane, E.C., solicitor, aged 73.
Smith.—March 23, at 6, Goldsmid-road, Brighton, William Frederic Smith, barrister-at-law, aged 63.

WINDING UP NOTICES.

London Gazette.—FRIDAY, April 1.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

HEATH PETROLEUM CO, LIMITED—Petn for winding up, presented Feb 10, directed to be heard before Stirling, J., on Saturday, April 9. Tarn, Philpot lane, solor for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of April 8

HOP TEA FOREIGN AND COLONIAL SYNDICATE, LIMITED—Petn for winding up, presented March 24, directed to be heard on Saturday, April 9. Rehder, Mincing lane, solor for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the evening of April 8

JAMES PIKE, BROTHER, & CO, LIMITED—Petn for winding up, presented March 30, directed to be heard on April 9. Poole & Robinson, Union ct, Old Broad st, solors for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of April 8

LYTHAM LAND AND BUILDING CO, LIMITED—Creditors are required, on or before May 14, to send their names and addresses, and the particulars of their debts or claims, to Weston & Co, Manchester, solors for the liquidators

MONA HOTEL, LIMITED—By an order made by North, J., dated March 11, it was ordered that the voluntary winding up of the above be continued. Johnson & Dowding, Queen st, Cheapside, solors for the petner

PERUVIAN GUANO CO, LIMITED—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to Charles Fitch Kemp, 73, Lombard st

RAILWAY TIME TABLES PUBLISHING CO, LIMITED—Petn for winding up, presented March 26, directed to be heard before Kekewich, J., on April 9. Slaughter & May, Great Winchester st, solors for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of April 8

STERILINE, LIMITED—Petn for winding up, presented March 24, directed to be heard on April 9. Rawlings, Walbrook, solor for petning creditors. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of April 8

UNLIMITED IN CHANCERY.

SELBY GAS CO—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to William Staniland, Brayton, near Selby, York, Land Surveyor. Haigh & Co, Selby, solors for liquidators

FRIENDLY SOCIETIES DISSOLVED.

FRIENDLY SOCIETY OF ODD FELLOWS, General Campbell Inn, Burnley, Lancaster. March 28

LADY HUNTINGDON'S PROVIDENT INSTITUTION, St Jude's Schools, Hill st, Birmingham. March 28

NEW GREAT GEORGE SICK AND BURIAL SOCIETY, 38, Great George st, Liverpool. March 28

ST JUST TRADESMEN'S BENEFIT CLUB SOCIETY, Wellington Hotel, St Just, Cornwall. March 28

WIDOW AND ORPHANS' FUND OF COURT SAVERNAKE FOREST, A.O.F. Society, Royal Oak Inn, Marlborough, Wilts. March 29

London Gazette.—TUESDAY, April 5.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

HILLFOOT FORGING CO, LIMITED—Creditors are required, on or before April 16, to send their names and addresses, and the particulars of their debts or claims, to Walter Sissons, 6, Figtree lane, Sheffield. Neal, Sheffield, solor for liquidator

LONDON AGENCY, LIMITED—Creditors are required, on or before May 30, to send their names and addresses, and the particulars of their debts or claims, to George Fraser, Langthorn House, Copthall avenue. Blachford & Co, Abchurch lane, solors for liquidators

LONDON AND CONTINENTAL COAL AND SHIPPING CO, LIMITED—By an order made by Stirling, J., dated March 26, it was ordered that the voluntary winding up of the company be continued. Hextall, King st, Cheapside, agent for Jones & Co, Cardiff, solors for petner

PHOSPHATE MINES OF SPAIN, LIMITED—Creditors are required, on or before May 10, to send their names and addresses, and the particulars of their debts or claims, to Arthur Barff, 148½, Fenchurch st

SPENCE'S METAL MANUFACTURING CO, LIMITED—Creditors are required, on or before May 7, to send their names and addresses, and the particulars of their debts or claims, to Henry Pitman Church, 66, Coleman st

UNLIMITED IN CHANCERY.

SELBY GAS CO—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to William Staniland, Brayton, near Selby, York, Land Surveyor. Haigh & Co, Selby, solors for liquidators

FRIENDLY SOCIETIES DISSOLVED.

FRIENDLY SOCIETY, King William Inn, Sedgeford, Norfolk. April 2

LEEK CHURCH FEMALE SICK AND BURIAL SOCIETY, National Schoolroom, Clerks Bank, Leek, Stafford. April 1

SANCTUARY WHITEKNIGHT'S PRIDE, Branch of the Ancient Order of Shepherds Friendly Society, Three Tuns Inn, Earley, Berks. April 1

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, March 15.

BENNETT, WILLIAM DAVEY, Commercial rd East, Biscuit Baker. April 11. Hill v Bennett, Chitty, J. Hannay, Coleman st

DAVIES, CHARLES, Abergavenny, Gent. April 12. Bird v Pratt, Stirling, J. Upjohn, Furnival's inn, Holborn

GREENWAY, MARY ANN, Brighton, Publican. April 5. Trevitt v Henshaw, North, J. Parsons, Nottingham

HANSON, RICHARD, Bradford, Engineer. April 15. Kerr v Hanson, North, J. Kerr, Halifax

London Gazette.—FRIDAY, March 18.

DENNIS, JOHN, Parkside, Knightsbridge, Tailor. April 19. Cutting v Dennis, Kekewich, J. Rushton, New inn, Strand

KOSTERLITZ, SIGBERT, Great Winchester st, Financial Agent. April 20. Friese v Kosterlitz, Kekewich, J. Taylor, Furnival's inn, Holborn

London Gazette.—TUESDAY, March 22.

BULLOUGH, JOHN, Accrington, Machinist. April 22. Bullough v Whiteley, Registrar, Manchester. Grace, Manchester

WATERWORTH, ALFRED, Blackburn, Gent. April 16. Howarth v Waterworth, Registrar, Manchester. Allen, Manchester

London Gazette.—FRIDAY, March 25.

BEVERLY, WILLIAM ROXBY, South Hill park, Hampstead. April 25. Standen v Lovain, Chitty, J. Powell, Essex st, Strand

DICKINSON, JONATHAN, Eastbourne, Surgeon. April 20. Pack v Dickinson, Kekewich, J. Leesmith, Cannon st

MASKELL, WILLIAM, Penzance, Esq. April 20. Levett v Maskell, North, J. Parker, St Michael's Rectory, Cornhill

London Gazette.—TUESDAY, March 29.

WOOD, JOSEPH THOMAS, Rochdale, Ironmonger. April 18. Lee v Wood, Registrar, Liverpool. Cartwright, Liverpool

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, March 22.

ABINGER, Baron, Rt Hon WILLIAM FREDERICK, Cornwall gdns April 20 Robins & Co, Lincoln's inn fields

ADAMS, JAMES SCOVELL, Adam's ct, Old Broad st April 30 Jones & Alston, New ct, Lincoln's inn fields

ANTHONY, ELIZABETH GROVE, Pembridge villas, Bayswater May 10 Buttanshaw, Budge row

AVINS, JOHN, Moseley, Worcs, Gent May 30 Johnson & Co, Birmingham

BASTOW, THOMAS, Grantham, Hosier April 30 Heath & Co, Grantham

BENNETT, HENRY, Gt George st, Westminster, Consulting Engineer April 18 F W & C V Bennett, 315, Edgware rd

BISHOP, JOSEPH, Manchester, Chair Manufacturer April 30 Rigby, Manchester

BRADBURY, SARAH ANN, Greenfield, Yorks April 16 Darnton & Bottomley, Ashton under Lyne

BRIGHAM, WILLIAM, Market Weighton, Yorks, Farmer May 2 Robson, Pocklington

BROTHERTON, ANN, Alne, Yorks April 20 Leeman & Co, York

BROWN, ARTHUR PARTRIDGE, Markham sq, King's rd, Chelsea May 1 Coe, Hart st, Bloomsbury

BROWN, JAMES, Hannah-cum-Hagnaby, Lincs, Farmer April 4 Rhodes & Carnley, Alford

BUTLER, GEORGE, Dudley hill, nr Bradford, Maltster April 7 Newell, Bradford

CHILD, STEPHEN, Brighton, Builder May 3 Maydwell, Brighton

CLARKE, WILLIAM, Attercliffe, Sheffield, retired Ironfounder April 30 Taylor, Sheffield

COOKE, GEORGE FRANCIS, Lincoln's inn fields, Solicitor April 25 Walker, Lincoln's inn fields

COOPER, LUCY ANNE, Emsworth, Hants April 20 Janson & Co, Finsbury circus

COTTON, CHRISTINA AUGUSTA, Chester sq May 28 Lawrence & Co, New sq, Lincoln's inn

CROOK, JAMES, Bolton, Butcher Apr 18 Balshaw & Hodgkinson, Bolton

DAVISON, GEORGE, Greenhouse, Rotherfield, Sussex, Farmer Apr 30 Sprott & Son, Mayfield

DICKSON, WILLIAM, Liverpool, Tailor Apr 30 McKenna, Liverpool

DOWLE, SARAH DAVIES, Dover Apr 20 Mowll & Mowll, Dover

ELTRINGHAM, FRANCES, Birkdale, Lancs May 1 Buck & Co, Southport

FENNELL, JOSEPH PETER, Gainsford st, Horsleydown, Southwark, Builder Apr 22 Purrier & Son, Circus pl, Finsbury cir

FLOOD, LAVINIA CATHARINE, Westmoreland st, Pimlico Apr 30 Chubb, John st, Adelphi

FORD, THOMAS BURCH, Loudwater, Bucks, Paper Manufacturer Apr 30 Murray & Co, Birchin lane

FRITH, ELIZABETH, Kendal Apr 30 Bolton & Bolton, Kendal

GRAHAM, WILLIAM, Gt Tower st, Merchant Apr 22 S M & J B Benson, Clement's inn, Strand

GRANTHAM, ELIZA, Louth June 1 Bell & Co, Louth

GRIFFITHS, HENRY, Hereford, Gent Apr 27 Gwynne & Co, Hereford

HENRY, THOMAS, Freemantle, Milbrook, Southampton, Gent Apr 30 Murray & Co, Birchin lane

HIGGINS, JOHN FRY, Rochester, Licensed Victualler Apr 30 Haywood & Smith, Rochester

HORSFIELD, JONAS, Warley, Halifax, Farmer Apr 23 Jubb & Co, Halifax

HUTTON, THOMAS, Stilton, Hunts, Clerk in Holy Orders Apr 30 Ransom & Hutton, Nottingham

JACKSON, DANIEL, Crocken Hill, Kent, Tenant Farmer April 23 Stones & Co, Finsbury circus

JENKINS, FREDERICK VAUGHAN, Monkton, Combe, Somerset, Esq April 27 Rooke & Coker, Bath

JONES, HUGH WATSON, Park Cottages, East Molesey May 1 Payne & Lattey, Cornhill

KNIGHT, JANE, Prestwich, Lancs April 25 Taylor & Co, Manchester

LEIGH, THOMAS, Cheshunt, Herts, Engineer May 2 Rooks & Co, Cheshunt

LILLEY, SARAH, Edith rd, West Kensington April 20 Chalinder, Hastings

LONGSON, ROBERT, Burslem April 30 Bennett, Hanley and Burslem

MAGNIAC, CHARLES, Charles st, Berkeley sq, Esq April 30 Freshfields & Williams, Bank buildings

MARTIN, JOSEPH, formerly of Tachbrook st, Pimlico, Gent May 2 Yarde & Loader, Raymond bldgs, Gray's inn

MASON, DAVID, Sheffield, Travelling Draper May 31 Burdekin & Co, Sheffield

MORTIMER, CECIL, Evering rd, Gent May 17 Redpath & Co, Bush ln

MUIRHEAD, SUSANNAH, Southwark pk rd, Rotherhithe April 24 Robinson & Stannard, Eastcheap

NEWMAN, EDMUND, Clifford's inn, Fleet st, Solicitor May 17 Redpath & Co, Bush ln

NORMAN, ALBERT, Royal Leamington Spa, Hay Merchant April 30 Chadwick & Son, Warwick

OSBORN, Sir GEORGE ROBERT, Shefford, Beds, Bart May 1 Woodhouse & Co, New sq, Lincoln's inn

OSBORNE, MARMADUKE WILLIAM, Wribbenhall, Bewdley, Worcs, Gent May 10 Johnson & Co, Birmingham

PAGE, BENJAMIN, Tolleshunt d'Arcy, Essex, Farmer April 12 Ward & Asplin, Lime st

PALMER, GEORGE JOSIAH, Little Queen st, Lincoln's inn fields, Newspaper Proprietor May 17 Redpath & Co, Bush ln

PATTERSON, JOHN, Acock's Green, Worcs, Gent April 22 Rowlands, Birmingham

PENROSE, ROBERT, Sewerby, nr Bridlington Quay, Yorks, Gent May 2 Robson, Pocklington

PETO, SARAH AINSWORTH, Tunbridge Wells May 9 Baileys & Co, Berners st, Oxford st

POSTANS, WILLIAM GEORGE, Edgbaston, Birmingham, Gent May 30 Johnson & Co, Birmingham

POWER, BRIDGET, Dover May 1 Gasquet & Metcalfe, Idol lane, Eastcheap

PURSGLOVE, SAMUEL, Buxted, Sussex, Innkeeper April 11 Lewis & Holman, Lewes

RHODES, MATTHEW JOHN, Pembridge cresent, Notting Hill, Esq April 30 Bennett & Co, Lincoln's inn

ROGERS, HARRIET, Tunbridge Wells May 2 Jennings, Great Winchester st

ROTHERY, HARRIETT, Warwick rd, Earl's Court April 30 Caprons & Co, Savile place, Conduit st

SMITH, JOSEPH, and ANN SMITH, Hyde, Confectioners April 11 Bostock, Hyde

SMITH, THOMAS ELLRINGTON, Louth, Coal Merchant May 13 Bell & Co, Louth

SWAINSON, JOHN HOUGHTON, M.A., Marylands rd April 25 Hewlett & Co, Raymond bldgs, Gray's inn

TAYLOR, EDWARD WHITTAKER, Northampton Park, Canonbury, Clerk April 27 Russ King William st

TOWNLEY, JOHN, Southport, Gent May 1 Buck & Co, Southport
TURTON, RICHARD, Selly Park, Worcs, Gent May 30 Johnson & Co, Birmingham
VERNON, JOHN, Shirley, nr Birmingham, Builder May 7 Parry, Birmingham
VILLEBOIS, MARIA, Belgrave sq April 9 Arnold & Henry White, Gt Marlborough st
VINCENT, JOHN, Finsbury circus, Esq May 7 Shepheards, Finsbury circus
WETENHALL, FRANCES, Worthing April 27 Rooke & Coker, Bath
WHITWORTH, JOHN, formerly Hart st, Wood st, Woollen Merchant April 30 E & J Mote, South sq, Gray's inn
WILLSON, THOMAS, Colchester, Upholsterer April 25 Wittey & Denton, Colchester
WOLFF, ABRAHAM, Gloucester gardens, Hyde park, Esq May 16 Burgoynes & Co, Oxford street

London Gazette.—FRIDAY, March 25.

BAKER, JOHN, Twerton, nr Bath, Gardener May 2 Stone & Co, Bath
BATCHELOR, WILLIAM, Bath, Gent May 10 Beckingham & Co, Bristol
BAXTER, THOMAS, Blencairn, Cumbrid, Farmer May 4 Arrison & Co, Penrith
BENNETT, SAMUEL STENSON, Derby, Gent June 1 Robotham & Co, Derby
BEWSHER, HANNAH SARAH, Hildyard rd, West Brompton May 7 Mossop & Rolfe, Cannon st
BOLLEN, MARY, Brighton, Baker May 31 Stevens & Co, Brighton
BRAY, MARY LAVINIA, Kensington grdns sq May 21 Gadsden & Treherne, Bedford row
BRIDGWATER, HENRY, Watford, Herts, Civil Engineer Apr 25 Tucker & Co, Serle st
BROWN, PETER, Tybroughton, nr, Whitchurch, Kent, Gent April 15 Davies & Co, Warrington
BUFHAM, JOHN, Barnsley, Gent April 30 Boshell, Barnsley
CALDWELL, WILLIAM, Princes st, Stepney, Gent April 7 Mount & Co, Gracechurch st
CAMERON, MARY EUGENIA, Petersfield, co Southampton May 1 Albery & Lucas, Midhurst
CATLOW, JOSEPH, Liverpool, Painter April 30 Evans & Co, Liverpool
CROFT, HENRY CHARLES, Wimbledon Common, Timber Merchant April 30 Eldridge & Sprott, Parliament st, Westminster
DERRY, ROBERT, Colchester, Gent April 24 Gatis, Wolverhampton
DEVESON, EDWARD, Barking, Essex, Corn Merchant April 30 Oxley, Crosby sq
EADEN, ALFRED, Aston juxta Birmingham, Grease Manufacturer April 30 Eaden, Birmingham
ELLISON, ELEANOR, Ventnor, co Southampton April 23 Barber & Co, Derby
ELSLEY, CHARLES, York, Esq April 30 Ware & Sons, York
ELTRINGHAM, FRANCES, Birkdale, Lancs May 1 Buck & Co, Southport
EVANS, GEORGE, Weston super Mare, Gardener May 11 Baker & Co, Weston super Mare
FARMER, JANE, Levenshulme, Lancs May 16 Earle & Co, Manchester
FAWCETT, WILLIAM WHALLEY, Meadow Bank, Lower Norwood, Esq May 7 Budd & Co, Austinfriars
FIRTH, CHARLES WADE, Ashfield, Horton, Bradford, Gent June 1 Hutchinson & Sons, Bradford
GODDARD, JOHN, Beckenham, Kent, Esq April 30 Jennings & Finch, Gray's inn sq
GRIFFITHS, JAMES, Aulden, Leominster April 28 Lloyd & Son, Leominster
HARDIMENT, CHARLOTTE, Fitzroy sq April 22 Jennings & Finch, Gray's inn sq
HARDING, MARIA, Burton upon Trent April 25 J & W J Drewry, Burton upon Trent
HEALEY, ROBERT, Liverpool, Stock Broker April 30 Clare & Higgins, Liverpool
HICKINBOTHAM, JAMES, Balmoral grove, Islington, Salesman April 12 Pearce & Sons, Giltspur st
HINCHLIFF, CHAMBERLAIN HENRY, Instow, Devon, retired Major in the Army April 30 Stuart & Tull, Gray's inn sq
HODSON, MARY ELIZABETH, Sutherland pl, Bayswater April 22 Quarrell, Worcester
HOOKS, WILLIAM, Buckden, Hunts, Farmer May 6 Fowler, Huntingdon; and Greenfield & Cracknall, Lancaster pl
HUGGETT, JOSEPH, Brockley rd, St Paul, Deptford, Gent April 24 Milner, Borough High st
ISAACS, CAROLINE, Bromley, Kent April 15 Riley, Moorgate st
JEWELL, JOEL, Sutherland avenue, Maida vale, Furniture Dealer April 30 Levy, Surrey st, Strand
JONES, MARY, Whiteladies rd, Bristol May 7 O'Donoghue & Anson, Bristol
LANGHEINRICH, CHRISTIAN WILHELM, Hof, Germany, Merchant April 30 Harwood & Stephenson, Lombard st
LAST, Very Rev GEORGE EDWARD, Ingatestone, Essex, Clerk in Holy Orders May 27 Fooks & Co., Carey st, Lincoln's inn
LAWRENCE, General Sir ARTHUR JOHNSTONE, K C B, Chertsey, Surrey May 1 Batten & Co, Great George st, Westminster
LEWIS, MARTHA, West Ashling, nr Chichester May 1 Holmes & Co, Arundel and Littlehampton
LONG, ELLEN, Newport, Mon May 4 Stone & Co, Bath
LUNN, JOHN, Yorktown, Surrey April 30 Henry C Lunn & Alfred Baughurst, The Vale, Yorktown
MACARTNEY, JOHN, Brighton, retired Colonel of the Army May 6 Evans & Co, Gray's inn sq
MATTHEWS, ANNE, Bath Apr 25 Tucker, Bath
MATTHEWS, GRACE, Buckfastleigh, Devon Apr 30 Bickford, Newton Abbott
MATTHEWS, MARIA, Bath Apr 25 Tucker, Bath
NASH, MARY DOROTHY, St Leonard's on Sea May 19 Drummond, Croydon
OLDHAM, JAMES, Gt Malvern, Clerk in Holy Orders Apr 25 Curtler & Co, Worcester
PEARSON, DINAH, Pendleton, Lancs Apr 30 Cooper & Sons, Manchester
PIKE, LOUISA PATON, Southsea Apr 22 Caprons & Co, Savile pl, Conduit st
PLUMMER, WILLIAM, Rowde, Wilts, Gent May 19 Mullings & Co, Cirencester
POOLE, MARY ANN, Oglander rd, Camberwell June 1 Neish & Howell, Watling st
RICHARDS, JOHN, Bangor, Physician Apr 26 Hughes & Pritchard, Bangor
ROLPH, FRANCES, Pembroke terr, St John's Wood May 30 Burgoynes & Co, Oxford st
ROLPH, PETER, Pembroke terr, St John's Wood, Esq May 30 Burgoynes & Co, Oxford st
ROOFE, SARAH ANNE, Wandsworth, Surrey Apr 30 Besant, Southsea, Hants
ROSS, JULIA ANNE MERCY, Northiam, Sussex May 2 Steadman & Co, Old Broad st
SCHOFIELD, Rev RICHARD LOVE, Teignmouth, Devon, Clerk May 8 Fooks & Co, Carey st, Lincoln's inn
SELLICK, JAMES CHAPPLE, Brighton Apr 25 Harker, Brighton
SICHEL, GUSTAVUS, Abbey rd, Kilburn May 1 Lewis & Lewis, Ely pl, Holborn
SILK, ISABELLA, Oakhill, Somerset May 7 Nalder, Shepton Mallet
SIMPSON, ROBERT, Hayton, Yorks, Farmer May 2 Robson, Pocklington
SPENCER, JOHN, Wotton under Edge, Glos, Draper May 21 Beckingham & Co, Bristol
STRACHAN, YEAMAN, Wrexham, Nurseryman May 2 Acton & Co, Wrexham
SUBRIDGE, JOSEPH SMITH, Stanway, Essex, Gent May 31 Beaumont & Surrridge, Coggeshall
SYMONS, EDWARD, Ringmer, Sussex, Clerk April 30 Hillman, Lewes
TEMPLE, CHARLES, Fulham pk rd, Gent May 10 Laundy & Co, Argyll chmbrs, Strand
THOMAS, GRIFFITH, Cwmaman, Aberdare, Glam, Contractor April 25 Linton & Kenshole, Aberdare
THORNTON, ELIZABETH, Ardmore, Waterford, Ireland May 3 Wynne & Son, Lincoln' inn fields
TOWNLEY, JOHN, Southport, Gent May 1 Buck & Co, Southport
WADDINGTON, JOSEPH, Upholland, nr Wigan, Farmer April 22 Bryan, Hindley
WAGNER, CHARLES HENRY, Edgbaston, Birmingham, Gent May 30 Johnson & Co, Birmingham
WALKER, THOMAS, Burgess Hill, Sussex, retired Baker May 9 Livesay & Co, Brighton
WAY, MARY NEILL, Dartmouth April 30 W & H Smith, Dartmouth
WHITCOMBE, HENRY SOMERSET, Mumbles, Glam, Gent May 1 Beor & Plant, Swansea
WILLIAMS, MARY ANNE, Brighton May 31 Stevens & Co, Brighton
WOODCOCK, HENRY, Bolnore, Cuckfield, Sussex, Esq May 26 Woodcock & Penny, Wigan
YATES, REUBEN, Farnborough, co Southampton, retired Corn Merchant April 30 Foster, Aldershot
YOUNG, MARTHA BRITTEN, Cirencester May 4 Stone & Co, Bath

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, April 1.

RECEIVING ORDERS.

ADAMS, HENRY, Upper Pennar, Pembroke Dock, Grocer Pembroke Dock Pet Mar 29 Ord Mar 29
ARMSTRONG, WALTER, Carlisle, Joiner Carlisle Pet Mar 29 Ord Mar 29
BALL, WILLIAM, Hackney rd, Licensed Victualler High Court Pet Mar 29 Ord Mar 29
BEAUMONT, BARRINGTON GOODING, Kirkley, nr Lowestoft, Grocer Gt Yarmouth Pet Mar 28 Ord Mar 28
BEEBY, JOHN, Brandon, Suffolk, Wine Merchant Norwich Pet Mar 29 Ord Mar 29
BIBBY, WILLIAM HENRY, Manchester, Paper Merchant Manchester Pet Mar 12 Ord Mar 29
BODLEY, EDWIN JAMES DREW, Burslem, Staffs, China Manufacturer Burslem Pet Mar 24 Ord Mar 24
BOTT, HENRY, Leeds, Builder Leeds Pet Mar 30 Ord Mar 30
BOWHILL, JAMES, Haggerston rd, Dalston, Leather Seller High Court Pet Mar 29 Ord Mar 29
BROOMHALL, JOHN, Bradley, nr Stafford, Farmer Stafford Pet Mar 29 Ord Mar 29
BROWN, HERBERT WALTER HOLLISTER, and LIONEL WARRINGTON BROWN, Bristol, Brick Manufacturers Bristol Pet Mar 28 Ord Mar 28
BROWN, WILLIAM, Newport, Mon, Printer Newport, Mon Pet Mar 29 Ord Mar 29
BUCKNELL, ROBERT, Witheridge, Devon, Grocer Barnstaple Pet Mar 30 Ord Mar 30
BUSSELL, GEORGE DELLING, Witheridge, Devon, Shoemaker Barnstaple Pet Mar 30 Ord Mar 30
CARRODUS, HEDLEY, Bradford, Manufacturer Bradford Pet March 29 Ord March 29
CHAMBERS, FRANK OWEN, Kidderminster, Actor Kidderminster Pet March 24 Ord March 24
DE CASTRO, J W, Bartholomew lane, Merchant High Court Pet March 3 Ord March 29
DOUGHTY, WILLIAM HALL, Gloucester, Hotel Keeper Gloucester Pet March 15 Ord March 30
DOWNMAN, GEORGE, Neath, Glam, Labourer Neath Pet March 28 Ord March 28
EARLE, EDMUND, Margaretting, Essex, Blacksmith Chelmsford Pet March 29 Ord March 29
FIDO, GEORGE, Claverham, nr Yatton, Somerset, Builder Bristol Pet March 28 Ord March 28
GOLDING, JOSEPH, New Eltham, Kent, Carman Greenwich Pet March 28 Ord March 28
GREEN, JAMES HENRY, Roath, Cardiff, Schoolmaster Cardiff Pet March 26 Ord March 26
GRIFFITHS, HOWELL, Llanfaes, co Brecon, Builder Merthyr Tydfil Pet March 17 Ord March 28
HODGE, JOHN, Trabo, St Keverne, Cornwall, Travelling Draper Truro Pet March 28 Ord March 28
HOLLOWAY, ALICE MAUD WHITE, WILLIAM GEORGE GROVE HOLLOWAY, and CHARLES NATHAN CHINCHEN WHITE HOLLOWAY, Medstead, Hants, Farmers Winchester Pet March 28 Ord March 28
HOPTON, HENRY, Gloucester, Innkeeper Gloucester Pet March 30 Ord March 30
JONES, EDWARD, Walcote Fields, nr Lutterworth, Leics, Farmer Leicester Pet March 28 Ord March 28
KERSHAW, JOHN, Huddersfield, Draper Huddersfield Pet March 28 Ord March 28
KNOCK, GEORGE, New Cross rd, Grocer Greenwich Pet Mar 16 Ord Mar 29
LENNELL, SEPTIMUS, Alexandra ter, Green lanes, Wood Green, Butcher's Manager Edmonton Pet Mar 29 Ord Mar 29
MARSHALL, GEORGE, Nottingham, Baker Nottingham Pet Mar 30 Ord Mar 30
MATTHEWS, ROBERT, Clifton on Teme, Worcs, Shoemaker Worcester Pet Mar 29 Ord Mar 29
NEVISON, HENRY, Bishop Auckland, Tailor Durham Pet Mar 30 Ord Mar 30
PALMER, EDWIN PAGET, Piccadilly, Advertising Contractor High Court Pet Jan 8 Ord Mar 30
PARKINSON, GEORGE, Crigglestone, Yorks, Agricultural Engineer Wakefield Pet Mar 28 Ord Mar 28
PARSONS, JAMES B, Philip rd, Peckham Rye, Gent High Court Pet Feb 21 Ord Mar 30
PAYMAN, ABRAHAM, Cheetham, Manchester, Jeweller's Traveller Manchester Pet Mar 15 Ord Mar 29
PEARSON, MARIA, Shrewsbury, Bookseller Shrewsbury Pet Mar 26 Ord Mar 26
PRING, JOHN LYDDON and JOHN EVANS ADAMS, London wall, Woollen Merchants High Court Pet Mar 30 Ord Mar 30
ROGERS, LOUISA ELIZABETH, and CHARLES JOHN HEATH HEATH, Ombersley, Worcs, Farmers Worcester Pet Mar 29 Ord Mar 29
ROTH, FRANK, Kensington gardens sq, Musician High Court Pet Mar 12 Ord Mar 28
RUSSELL, THOMAS, Napton on the Hill, Warwickshire, Miller Warwick Pet Mar 29 Ord Mar 29
SIMPSON, THOMAS, Liverpool, Grocer Liverpool Pet Mar 28 Ord Mar 28
SMITH, JOSEPH ROBERT, Oldham, Grocer Oldham Pet Mar 29 Ord Mar 29
STEVENS, JONATHAN, Devonport, Chemist East Stonehouse Pet Mar 30 Ord Mar 30
SWANN, NATHANIEL, Gt Yarmouth, Fish Merchant Gt Yarmouth Pet Mar 30 Ord Mar 30
SYMMONDS, THOMAS EDWARD, Wakefield, Painter Wakefield Pet Mar 28 Ord Mar 28
WALKER, SAM IBBERSON, Batley, Yorks, Shoddy Manufacturer Dewsbury Pet Mar 26 Ord Mar 26
WATSON, ANTHONY, Stockton on Tees, Grocer Stockton on Tees Pet Mar 28 Ord Mar 28
WHITEROD, GEORGE, Fersfield, Norfolk, Farmer Ipswich Pet Mar 28 Ord Mar 28
WILKINSON, SAMUEL, Out Rawcliffe, Lancs, Grocer Preston Pet Mar 18 Ord Mar 29
WILLIAMS, EVAN, Tyddyndrain, Llanselhaiarn, Carnarvonshire, Farmer Portmadoc and Blaenau Festiniog Pet Mar 28 Ord Mar 28
WILLSON, GEORGE, Gt Yarmouth, Cab Proprietor Gt Yarmouth Pet Mar 30 Ord Mar 30
WILSON, EDWIN, Sowerby bridge, Yorks, Grocer Halifax Pet Mar 28 Ord Mar 28
WITHERS, JAMES WILLIAM, Esher, Surrey, Fishmonger Kingston Pet Mar 30 Ord Mar 30

WYLES, JOSEPH, Bourn, Lincs, late Common Brewer Peterborough Pet Mar 29 Ord Mar 29

FIRST MEETINGS.

ACKERMAN, EDWARD, Saltmead, Cardiff, Builder Apr 11 at 2.30 Off Rec, 29, Queen st, Cardiff
AMBLER, JOHN WILLIAM, Leeds, Coal Merchant Apr 11 at 12 Off Rec, 22, Park row, Leeds
ARMSTRONG, WALTER, Carlisle, Joiner and Builder Apr 13 at 3 12, Lonsdale st, Carlisle
ASSER, DANIEL GOTCHEL, Blackfriars rd, Lodging house Keeper Apr 11 at 2.30 Bankruptcy bldgs, Carey st,
BEAUMONT, BARRINGTON GOODING, Kirkley, nr Lowestoft, Grocer Apr 9 at 12.30 Off Rec, 8, King st, Norwich
BODLEY, EDWIN JAMES DREW, Burslem, Staffs, China Manufacturer Apr 11 at 3 North Stafford Hotel, Stoke upon Trent
BOSISTO, ARUNDEL WILLIAM, Bristol, Lodging house Keeper Apr 14 at 12 Off Rec, Bank chmbrs, Corn st, Bristol
BOWEN, JOHN, Penrhiwceiber, Glam, Confectioner Apr 8 at 12 Off Rec, Merthy Tydfil
BROWN, THOMAS, Kingston upon Hull, Shop Assistant Apr 9 at 11 Off Rec, Trinity house lane, Hull
BURSEY, ARTHUR EDMUND and WILLIAM HENRY JOHNSON, Kirkdale, Sydenham, Dealers in Fancy Goods April 11 at 11.30 24, Railway approach, London Bridge
CALLOW, THOMAS, Kingsdown, Bristol, Baker April 13 at 3.45 Off Rec, Bank chmbrs, Corn st, Bristol
CARPENTER, JOHN SYDENHAM, Kingsbridge, Devon, Accountant April 12 at 12.30 King's Arms Hotel, Kingsbridge
DINGLE, ARTHUR, Norwich, Boot Manufacturer April 9 at 1.30 Off Rec, 8, King st, Norwich
FAIRBAIRNS, WILLIAM HENRY and FRANCIS ROBERT FAIRBAIRNS, St Mary axe, Crockery Factors April 12 at 12 Bankruptcy bldgs, Carey st
FIDO, GEORGE, Claverham, nr Yatton, Somerset, Builder April 14 at 12.30 Off Rec, Bank chmbrs, Corn st, Bristol
FOX, EDWARD, Duke st, St James's April 8 at 12 Bankruptcy bldgs, Carey st
FULKER, GEORGE JAMES, Hampstead Norris, Berks, Carrier April 8 at 12.15 Few and Dreweatt, Market place, Newbury
FUKENSZTEIN, SAMUEL, Lanark villas, Maida Vale, late Glass Merchant April 12 at 2.30 Bankruptcy bldgs, Carey st
GILES, JOHN, Grandborough, nr Rugby, Farmer April 11 at 12 Off Rec, Coventry
GREER, ALEXANDER, and JOHN BERRY WAINWRIGHT, Manchester, Slipper Manufacturers April 8 at 3 Ogden's chmbrs, Bridge st, Manchester
HABERLING, FREDERICK, Red Lion st, Holborn, Purse Manufacturer April 8 at 11 Bankruptcy bldgs, Carey st
HARDEN, CHARLES, Haverstock Hill, Hampstead, Draper April 12 at 11 Bankruptcy bldgs, Carey st
HAUGHTON, AARON, Godley, Cheshire, Builder April 11 at 3 Ogden's chmbrs, Bridge st, Manchester
HEATON, JAMES, Barking rd, Canning Town, Tailor April 8 at 1 Bankruptcy bldgs, Carey st
HILDER, CHARLES FREDERICK, late Holborn viaduct, Mining Co's Agent April 13 at 1 Bankruptcy bldgs, Carey st
HODGE, JOHN, Trabo, St Keverne, Cornwall, Travelling Draper April 8 at 11.30 Off Rec, Boscawen st, Truro
HOLLOWAY, ALICE MAUD WHITE, WILLIAM GEORGE GROVE HOLLOWAY, and CHARLES NATHAN CHINCHEN WHITE HOLLOWAY, Medstead, Hants, Farmers Apr 12 at 3 Off Rec, 4, East st, Southampton
HOWELLS, JAMES, Bragty, Merthyr, Carmarthen, Farmer Apr 9 at 11 Off Rec, 11, Quay st, Carmarthen
JAMES, FREDERICK, Norwich, Hotel Keeper Apr 8 at 3 Off Rec, 8, King st, Norwich
JARVIS, THOMAS WILLIAM, Durham, Wholesale Confectioner Apr 8 at 1.30 Off Rec, 25, John st, Sunderland
JONES, EDWARD, Walcote Fields, nr Lutterworth, Leics, Farmer Apr 12 at 12 Off Rec, 34, Friar lane, Leicester
JONES, ELIZA, Ladbrooke sq, Notting hill, Widow Apr 13 at 11.30 Bankruptcy bldgs, Carey st
JONES, LISIE, Ladbroke sq, Notting hill, Spinster Apr 13 at 11 Bankruptcy bldgs, Carey st
KENNARD, JAMES STEPHEN, St Leonard's rd, Bow, Cheesemonger Apr 13 at 2.30 Bankruptcy bldgs, Carey st
KERSHAW, JOHN, Huddersfield, Draper Apr 11 at 3 Haigh & Son, solicitors, 55, New st, Huddersfield
LAZARUS, LAWRENCE, Mile End rd, Cigar Merchant Apr 12 at 2.30 Bankruptcy bldgs, Carey st
LESTER, GEORGE, East Stonehouse, Devon, Licensed Victualler April 8 at 11 10, Athenæum terr, Plymouth
NEALE, FRED, Hockerill, Bishop's Stortford, Herts, Coal Dealer April 11 at 3 Off Rec, 95, Temple chbrs, Temple avenue
PEARSON, MARIA, Shrewsbury, Bookseller April 12 at 10.30 Off Rec, Talbot chbrs, Shrewsbury
READ, GEORGE, Bristol, Wholesale Grocer April 13 at 3 Off Rec, Bank chbrs, Corn st, Bristol
SANDERS, JOHN, Norton, Oystermouth, Glam, Tailor April 11 at 11 Off Rec, 31, Alexandra rd, Swansea
SHANNAN, WILLIAM, Keswick, Fishmonger April 11 at 3.15 Court-house, Cockermouth
SMITH, JACOB, Preston, Yorks, Miller April 9 at 11.30 Off Rec, Trinity House lane, Blackburn
SMITH, JOSEPH, Postcomb, Oxon, Butcher April 8 at 12 1, St Aldate's, Oxford
SMITH, WALTER, Blackburn, Plumber April 13 at 1.30 County Court-house, Hull
STEPHENSON, WILLIAM, Farnley, nr Leeds, Farmer April 13 at 11 Off Rec, 22, Park row, Leeds
SYMMONDS, THOMAS EDWARD, Wakefield, Painter April 8 at 11 Off Rec, Bond terr, Wakefield
TEBBS, RICHARD, Leeds, Chemist's Agent April 13 at 12 Off Rec, 22, Park row, Leeds
TYSON, HENRY, Killington, Kirkby Lonsdale, Westmrld, Farmer April 9 at 11 130, Highgate, Kendal
WALSHAW, ARTHUR, Leeds, Flour Dealer April 11 at 11 Off Rec, 22, Park row, Leeds
WEST, JOHN HERBERT, and WILLIAM BRAY, Blackfriars rd, Grocers' Sundrymen April 13 at 12 Bankruptcy bldgs, Carey st
WILSON, EDWIN, Sowerby Bridge, Yorks, Grocer April 11 at 10 Off Rec, Halifax
WILSON, THOMAS, Chorlton-cum-Hardy, Lancs, Manager of a Stick Manufactory April 8 at 3.30 Ogden's chbrs, Bridge st, Manchester
WINHALL, EMMA, Limehouse causeway, Confectioner April 13 at 2.30 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

ADAMS, ALEXANDER ANNAN, West Hartlepool, Ship broker Sunderland Pet Mar 14 Ord Mar 30
ARMSTRONG, WALTER, Carlisle, Joiner Carlisle Pet Mar 29 Ord Mar 29
BALL, WILLIAM, Hackney rd, Licensed Victualler High Court Pet Mar 29 Ord Mar 29
BEEBY, JOHN, Brandon, Suffolk, Wine Merchant Norwich Pet Mar 29 Ord Mar 29
BIBBY, WILLIAM HENRY, Manchester, Paper Merchant Manchester Pet Mar 12 Ord Mar 29
BOND, HENRY CHARLES, St John's, Sevenoaks, Kent, Livery Stable Keeper Tunbridge Wells Pet Mar 17 Ord Mar 29
BOTT, HENRY, Leeds, Builder Leeds Pet Mar 30 Ord Mar 30
BOWHILL, JAMES, Haggerston rd, Dalston, Leather Seller High Court Pet Mar 29 Ord Mar 29
BROOK, CYRUS, Bradford, formerly Worsted Manufacturer Halifax Pet Mar 5 Ord Mar 30
BROOMHALL, JOHN, Bradley, nr Stafford, Farmer Stafford Pet Mar 29 Ord Mar 29
BROWN, HERBERT WALTER HOLLISTER, and LIONEL WARRINGTON BROWN, Bristol, Brick Manufacturers Bristol Pet Mar 28 Ord Mar 29
BROWN, WILLIAM, Newport, Mon, Printer Newport, Mon Pet Mar 29 Ord Mar 29
BUCKNELL, ROBERT, Witheridge, Devon, Grocer Barnstaple Pet Mar 30 Ord Mar 30
BURN, ANDREW CHESTER, King's rd, Chelsea, Grocer High Court Pet Mar 23 Ord Mar 30
BURSEY, ARTHUR EDMUND, and WILLIAM HENRY JOHNSON, Kirkdale, Sydenham, Dealers in Fancy Goods, Greenwich Pet Mar 17 Ord Mar 29
BUSSELL, GEORGE DELLING, Witheridge, Devon, Shoemaker Barnstaple Pet Mar 30 Ord Mar 30
CAPEL, THOMAS HEWETT, Brandon rd, Wood st, Walthamstow, Builder High Court Pet Feb 26 Ord Mar 29
CAUSIER, WILLIAM HENRY, Birmingham, Baker Birmingham Pet Mar 25 Ord Mar 28
CHAMBERS, FRANK OWEN, Kidderminster, Actor Kidderminster Pet Mar 24 Ord Mar 24
DOWNMAN, GEORGE, Neath, Glam, Labourer Neath Pet Mar 28 Ord Mar 28
GILKS, JOHN, Grandborough, nr Rugby, Farmer Coventry Pet Mar 26 Ord Mar 30
GREEN, JAMES HENRY, Roath, Cardiff, Schoolmaster Cardiff Pet Mar 26 Ord Mar 26
GREEN, WILLIAM, Birmingham, Butcher Birmingham Pet Mar 7 Ord Mar 29
HASSELL, GEORGE, Woodberry pavement, Stamford Hill, Draper High Court Pet Feb 26 Ord Mar 28
HODGE, JOHN, Trabo, St Keverne, Cornwall, Travelling Draper Truro Pet Mar 28 Ord Mar 28
HOPTON, HENRY, Gloucester, Innkeeper Gloucester Pet Mar 30 Ord Mar 30
HOWELLS, JAMES, Bragty, Merthyr, Carmarthenshire, Farmer Carmarthen Pet Mar 21 Ord Mar 26
HUCKS, CHARLES, Brighton, Hotel Keeper Brighton Pet Mar 10 Ord Mar 28
HUNT, SAMUEL FOX, Shipley, Derbyshire, Farmer Derby Feb 12 Ord Mar 26
JAMES, FREDERICK, Norwich, Hotel Keeper Norwich Pet Mar 10 Ord Mar 30
JONES, EDWARD, Walcote Fields, nr Lutterworth, Leics, Farmer Leicester Pet Mar 28 Ord Mar 28
KENNARD, JAMES STEPHEN, St Leonards rd, Bow, Cheesemonger High Court Pet Mar 9 Ord Mar 30
KERSHAW, JOHN, Huddersfield, Draper Huddersfield Pet Mar 28 Ord Mar 28
LAMBERT, WILLIAM S, Stockton on Tees, Auctioneer Stockton on Tees Pet Feb 26 Ord March 28
LAND, ALFRED, West ham lane, Stratford, Contractor High Court Pet Feb 2 Ord March 30
LA THANGUE, WALTER HENRY, Loughborough pk, Brixton, employed in a Pencil Manufactory High Court Pet March 3 Ord March 29
LAWRANCE, EDWARD GEORGE, Perham rd, West Kensington, Gent High Court Pet Jan 16 Ord March 28
LESTER, GEORGE, East Stonehouse, Devon, Licensed Victualler East Stonehouse Pet March 25 Ord March 28
LINNELL, SEPTIMUS, Alexander ter, Green lanes, Wood Green, Butcher's Manager Edmonton Pet March 24 Ord March 29
MARSHALL, GEORGE, Nottingham, Baker Nottingham Pet March 30 Ord March 30
MATTHEWS, ROBERT, Clifton on Teme, Worcs, Shoemaker Worcester Pet March 29 Ord March 29
MOSS, WILLIAM JOHNSON, late Farringdon st, Publican High Court Pet Feb 20 Ord March 28
NEWTON, HENRY, Southport, Provision Dealer Liverpool Pet March 23 Ord March 28
OSBORNE, JAMES, late of Bournemouth, Hampshire, Doctor of Medicine Poole Pet March 18 Ord March 28
PEARSON, MARIA, Shrewsbury, Bookseller Shrewsbury Pet March 26 Ord March 30
PHILLIPS, W J, Kidderminster, Provision Merchant Kidderminster Pet Feb 26 Ord March 24
RANDOLPH, PERCY, Winchfield, Hants, Gent Winchester Pet Feb 18 Ord March 28
ROGERS, LOUISA ELIZABETH, and CHARLES JOHN HEATH HEATH, Ombersley, Worcs, Farmers Worcester Pet March 29 Ord March 29
SHOREY, RICHARD EDWARD, Eleanor terr, Boston rd, Hanwell, Butcher Brentford Pet March 23 Ord March 30
SIMPSON, THOMAS, Liverpool, Grocer Liverpool Pet March 28 Ord March 28
SKELSON, WILLIAM HENRY, Longton, Staffs, Earthenware Manufacturer Longton Pet March 8 Ord March 25
SMITH, JOSEPH ROBERT, Oldham, Grocer Oldham Pet March 29 Ord March 29
SMITH, WALTER, Blackburn, Plumber Blackburn Pet March 15 Ord March 30
STILWELL, WILLIAM ARTHUR, Bolton rd, Chiswick, late Brewer's Manager Brentford Pet March 17 Ord March 23
SWANN, NATHANIEL, Gt Yarmouth, Fish Merchant Gt Yarmouth Pet March 30 Ord March 30
SYMMONDS, THOMAS EDWARD, Wakefield, Painter Wakefield Pet March 28 Ord March 28
THORPE, FREDERICK, Neville rd, Kilburn, Carman High Court Pet March 24 Ord March 29
WALKER, SAM IBBERSON, Batley, Yorks, Shoddy Manufacturer Dewsbury Pet March 26 Ord March 26
WALSH, JOHN LAWRENCE, Liverpool, Paint Manufacturer Liverpool Pet Jan 14 Ord March 29
WATSON, ANTHONY, Stockton on Tees, Grocer Stockton on Tees Pet March 28 Ord March 28
WHITEROD, GEORGE, Fersfield, Norfolk, Farmer Ipswich Pet March 26 Ord March 28
WILKINSON, GEORGE and JOHN HENRY JENNISON, Gt Grimsby, Plumbers Gt Grimsby Pet Feb 19 Ord March 28
WILLIAMS, EVAN, Tyddyndrain, Llanaelhaiarn, Farmer Portmadoc and Blaenau Festiniog Pet March 28 Ord March 28
WILSON, GEORGE, Gt Yarmouth, Cab Proprietor Gt Yarmouth Pet March 29 Ord March 30
WILSON, EDWIN, Sowerby bridge, Yorks, Grocer Halifax Pet March 28 Ord March 28
WITHERS, JAMES WILLIAM, Esher, Surrey, Fishmonger Kingston Pet March 30 Ord March 30
WRIGHT, ALFRED ELLINGTON, Bolton, Tailor, Bolton Pet March 18 Ord March 29

ADJUDICATION ANNULLED.

NEWTON, THOMAS, Bilbrough, Yorks, Brewer Oldham Adjud Jan 6, 1888 Annul March 11

London Gazette—TUESDAY, April 5.

RECEIVING ORDERS.

ALMOND, ARTHUR, Edgware rd, Confectioner High Court Pet Mar 30 Ord Mar 30
ANKERS, HENRY, Newton by Tattenhall, Cheshire, Shoemaker Chester Pet Apr 1 Ord Apr 1
BAKER, GEORGE LOWE, Liverpool, Licensed Victualler Liverpool Pet Mar 31 Ord Mar 31
BAKER, SAMUEL, Oldbury, Worcs, Miner West Bromwich Ord Mar 31 Ord Mar 31
BETTANY, JESSE, Leeds, Journalist Leeds Pet Mar 31 Ord Mar 31
BEVINGTON, AMBROSE, and ERNEST BEVINGTON, Hanley, Earthenware Manufacturers Hanley Pet Mar 22 Ord Mar 31
BROWN, HENRY HUGHES, Leek, Staffs, Ironmonger Macclesfield Pet Apr 2 Ord Apr 2
CLIFFORD, ROBERT, Scarborough, formerly Beerhouse keeper Scarborough Pet Mar 31 Ord Mar 31
COLEY, SAMUEL, Kidderminster, Grocer Kidderminster Pet Mar 31 Ord Mar 31
COPPARD, GEORGE, Billingsgate Market, Fish Salesman High Court Pet Mar 31 Ord Mar 31
CRUMP, THOMAS, Folkestone, Grocer Canterbury Pet Mar 31 Ord Mar 31
DARLEY, GEORGE BESWICK, Clapham Wandsworth Pet March 1 Ord March 31
DAVIES, WALTER HENRY, Liverpool, Tallow Chandler Liverpool Pet April 2 Ord April 2
ETHERINGTON, DAVID, Taunton, Fishmonger Taunton Pet April 1 Ord April 1
EXLEY, JOHN, Wadsley Bridge, Ecclesfield, Yorks, Mason Sheffield Pet April 2 Ord April 2
FLETCHER, FRANK, late Finsbury pavement, Accountant High Court Pet March 3 Ord April 1
FOX, HELENA E, Wilton House, Uxbridge rd, Widow High Court Pet March 10 Ord April 1
FOX, WILLIAM, Kingston upon Hull, Plumber Kingston upon Hull Pet March 31 Ord March 31
FRIEND, CHARLES EDWARD, Shrewsbury, Butcher Shrewsbury Pet March 31 Ord March 31
GLASGOW, HENRY EMMOTT, Chesham, Bucks, Boot Manufacturer Aylesbury Pet April 1 Ord April 1
HILDER, GEORGE, Peasmarsh, Sussex, Farmer Hastings Pet March 31 Ord March 31
HOPKINSON, WILLIAM, Upper Wortley, Leeds, Coal Merchant Leeds Pet March 31 Ord March 31
HORE, EDWIN CHARLES, Cardiff, Boot Dealer Cardiff Pet March 30 Ord March 30
JONES, HENRY ERNEST FRANCIS, Clevedon, Grocer Bristol Pet April 1 Ord April 1
JONES, JOHN, Hafod, Glam, Farmer Pontypridd Pet April 1 Ord April 1
MIDDLETON, PAUL, Stourport, Worcs, Coal Dealer Kidderminster Pet March 29 Ord March 29
MORGAN, THOMAS, Merthyr Tydfil, Weigher Merthyr Tydfil Pet April 1 Ord April 1
NEARING, MICHAEL, East st, Walworth, Licensed Victualler High Court Pet Mar 7 Ord Apr 2
PALMER, WILLIAM, Wardrobe chmbrs, Doctor's Commons Gent High Court Pet Feb 18 Ord Mar 30
PAGE, SAMUEL, Cardiff Cardiff Pet Mar 18 Ord Mar 28
PLEDGE, WALTER, East Grinstead, Sussex, Builder Tunbridge Wells Pet Apr 1 Ord Apr 1
ROWE, JAMES, and TOM WILLIAM ROWE, Leicester, Boot Manufacturers Managers Leicester Pet Mar 31 Ord Mar 31
ROWE, ROBERT, Bradninch, Devon, Butcher Exeter Pet Mar 31 Ord Mar 31
SAYER, CHARLES, Liverpool, Ship Broker Liverpool Pet Apr 1 Ord Apr 1
SIMPKIN, A, Leicester, Tobacconist Leicester Pet Mar 25 Ord Apr 2
SOWERBUTTS, WILLIAM THOMAS, Reading, Timber Merchant's Foreman Reading Pet Mar 29 Ord Mar 29
STANBRIDGE, WILLIAM, Chichester, Saddler Brighton Pet Apr 1 Ord Apr 1
STUBLEY, WILLIAM HENRY, Gomersal, Yorks, Innkeeper Dewsbury Ord Mar 31 Ord Apr 1
TAUCHERT, EDWARD, Bush lane High Court Pet Mar 16 Ord Mar 31

TONG, STEPHEN, Beckenham, Kent, Baker Croydon Pet Mar 31 Ord Mar 31
WILLIAMS, JOHN CODRINGTON, Weymouth st, Portland pl High Court Pet Jan 21 Ord Apr 2
WILLISON, THOMAS, Underbarrow, Westmrld, Farmer Kendal Pet Apr 1 Ord Apr 1
WILLS, JOHN, & Co, Exeter, Dairyman Exeter Pet Mar 19 Ord Apr 1
WOOD, EDWARD, Macclesfield, Joiner and Builder Macclesfield Pet Apr 1 Ord Apr 1
WRIGHT, HENRY, Bartlett st, St Leonard's rd, Bromley by Bow, late Licensed Victualler High Court Pet Mar 31 Ord Mar 31

The following amended notices are substituted for those published in the London Gazette, March 22 :—

GOSSAGE, EDWARD THOMAS, Balsall Heath, Worcs, Cabinet Manufacturer Birmingham Pet Mar 17 Ord Mar 17
WOODS, THOMAS, New Humberstone, Leicester, Grocer Leicester Pet Mar 19 Ord Mar 19

The following amended notice is substituted for that published in the London Gazette, Apr. 1 :—

PAYMAN, ABRAHAM, Cheetham, Manchester, Jeweller's Traveller Manchester Pet Mar 15 Ord Mar 29

FIRST MEETINGS.

ADAMS, ALEXANDER ANNAN, West Hartlepool, Shipbroker April 13 at 5 Royal Hotel, West Hartlepool
ARCHER, JOHN, Scarborough, Grocer April 13 at 11 Off Rec, 74, Newborough st, Scarborough
BALL, WILLIAM, Hackney rd, Licensed Victualler April 14 at 12 Bankruptcy bldgs, Carey st, London
BISHOP, ARTHUR JOHN, Hereford, Licensed Victualler April 12 at 10 2, Offa st, Hereford
BOWHILL, JAMES, Haggerston rd, Dalston, Leather Seller Apr 14 at 11 Bankruptcy bldgs, Carey st
BROOMHALL, JOHN, Bradley, nr Stafford, Farmer April 21 at 11.30 Off Rec, St Martin's place, Stafford
BROWN, HERBERT WALTER HOLLISTER, and LIONEL WARRINGTON BROWN, Bristol, Brick Manufacturers April 14 at 1 Off Rec, Bank chmbrs, Corn st, Bristol
BUCKNELL, ROBERT, Witheridge, Devon, Grocer April 14 at 10.30 Angel Hotel, Tiverton
BUSSELL, GEORGE DELLING, Witheridge, Devon, Shoemaker April 14 at 11 Angel Hotel, Tiverton
CARRODUS, HEDLEY, Bradford, Manufacturer April 13 at 11 Off Rec, 31, Manor row, Bradford
CLIFFORD, ROBERT, Scarborough, formerly Beerhouse keeper April 13 at 12 Off Rec, 74, Newborough st, Scarborough
COVER, MOSES WILLIAM SAMUEL, Stedham, Sussex, Timber Merchant April 13 at 12 Dolphin Hotel, Chichester
DE CASTRO, J W, Bartholomew lane, Merchant April 14 at 2.30 Bankruptcy bldgs, Carey st
ETHERINGTON, DAVID, Taunton, Fishmonger April 13 at 11.30 Off Rec, 5b, Hammet st, Taunton
FRIEND, CHARLES EDWARD, Shrewsbury, Butcher April 20 at 10.30 Off Rec, Shrewsbury
GARBUTT, SAMUEL, Stockton on Tees, Draper April 13 at 3 Off Rec, 8, Albert rd, Middlesborough
GOSSAGE, EDWARD THOMAS, Balsall Heath, Worcs, Cabinet Manufacturer April 13 at 2.30 25, Colmore row, Birmingham
GREEN, JAMES HENRY, Roath, Cardiff, Schoolmaster April 13 at 12 Off Rec, 29, Queen st, Cardiff
JONES, HENRY ERNEST FRANCIS, Clevedon, Grocer April 14 at 1.30 Off Rec, Bank chmbrs, Corn st, Bristol
KLEIN, DORA, Bootle, House Furnisher April 13 at 3 Off Rec, 35, Victoria st, Liverpool
LINDSAY, MICHAEL, Stockton on Tees, Plater April 13 at 3 Off Rec, 8, Albert rd, Middlesborough
MACPHERSON, ROBERT, Midland Coal Offices, Kentish Town, Coal Merchant April 13 at 12 Bankruptcy bldgs, Carey st
MARSHALL, GEORGE, Nottingham, Baker April 12 at 11 Off Rec, St Peter's Church walk, Nottingham
MARTIN, THOMAS, Deptford, Kent, Carman April 12 at 11.30 24, Railway approach, London Bridge
MATTHEWS, ROBERT, Clifton on Teme, Worcs, Shoemaker April 13 at 10 Off Rec, Worcester
MCCOY, JAMES, Prescot, Lancs, late Provision Dealer April 21 at 3 Off Rec, 35, Victoria st, Liverpool
MERCER, GEORGE, and JAMES BARBER EDWARDS, Deal, Kent, Solicitors April 13 at 1 St George's Hall, Deal
MILNER, EDWARD JOHN, Leeds, Solicitor's Clerk April 13 at 3 Off Rec, 22, Park row, Leeds
NICHOLLS, JOHN GEORGE, Birmingham, Grocer April 13 at 11 25, Colmore row, Birmingham
PHILLIPS, JOHN JAMES, Pontypridd, Glam, Plumber April 12 at 12 Off Rec, Merthyr Tydfil
PHILLIPS, JOSHUA, Cardiff, Cutter April 13 at 11 Off Rec, 29, Queen st, Cardiff
PINDER, WALTER, Leeds, Grocer April 14 at 11 Off Rec, 22, Park row, Leeds
PRING, JOHN LYDDON, and JOHN EVANS ADAMS, London wall, Woollen Merchants April 12 at 1 Bankruptcy bldgs, Carey st
REES, GOMER, Hafod, Glam, Boot Maker April 12 at 3 Off Rec, Merthyr Tydfil
RICHARDSON, JAMES, Stony Stratford, Bucks, Veterinary Surgeon April 20 at 3.30 County Court bldgs, Northampton
ROGERS, LOUISA ELIZABETH, and CHARLES JOHN HEATH HEATH, Ombersley, Worcs, Farmers April 13 at 10.15 Off Rec, Worcester
ROWE, JAMES, and TOM WILLIAM ROWE, Leicester, Boot Manufacturer's Managers April 13 at 12 Off Rec, 34, Friar lane, Leicester
ROWE, ROBERT, Bradninch, Devon, Butcher April 12 at 10.30 Off Rec, 13, Bedford circus, Exeter
SHERLEY, JAMES, Twickenham Common, Horse Dealer April 13 at 3 Off Rec, 95, Temple chmbrs, Temple avenue
SHOREY, RICHARD EDWARD, Eleanor ter, Boston rd, Hanwell, Butcher April 14 at 12 Off Rec, 95, Temple chmbrs, Temple avenue
SIMPSON, PETER WILLIAM, Daventry, Northamptonshire, Shoe Manufacturer April 20 at 3 County Court bldgs, Northampton
TATTERSALL, ALBERT, Wardle, nr Rochdale, Woollen Manufacturer April 12 at 11.15 Townhall, Rochdale
THORPE, FREDERICK, Neville rd, Kilburn, Carman April 13 at 11 Bankruptcy bldgs, Carey st
WHEELOCK, JULIA, Redcliffe sq, South Kensington, Operatic Singer April 14 at 11 Bankruptcy bldgs, Carey st
WILLIAMS, JAMES, Mansel Gamage, Herefordshire, Farmer April 22 at 10.30 2, Offa st, Hereford
WILLIAMS, ROBERT HENRY, Queen's Elm parade, Fulham, Coal Merchant April 14 at 12 Bankruptcy bldgs, Carey st
WILLS, JOHN, & Co, Exeter, Dairymen April 21 at 3 Off Rec, 13, Bedford circus, Exeter
WINKS, ERNEST JOHN, Leicester rd, East Finchley, Jobbing Upholsterer April 13 at 12 Off Rec, 95, Temple chmbrs, Temple avenue
WOODHOUSE, ARTHUR, Cudworth, nr Barnsley, formerly Farmer April 14 at 11.15 Off Rec, 3, Back Regent st, Barnsley
WYLES, JOSEPH, Bourn, Lincs, late Common Brewer April 22 at 12 Law Courts, New rd, Peterborough.

ADJUDICATIONS.

ADAMS, HENRY, Upper Pennar, Pembroke Dock, Grocer Pembroke Dock Pet March 29 Ord April 2
ALMOND, ARTHUR, Edgware rd, Confectioner High Court Pet March 30 Ord March 30
BAKER, SAMUEL, Oldbury, Worcs, Miner West Bromwich Pet March 31 Ord March 31
BETTANY, JESSE, Leeds, Journalist Leeds Pet March 31 Ord March 31
BOSISTO, ARUNDEL WILLIAM, Bristol, Lodging House Keeper Bristol Pet March 26 Ord March 31
CLIFFORD, ROBERT, Scarborough, formerly Beerhouse Keeper Scarborough Pet March 31 Ord March 31
COLEY, SAMUEL, Kidderminster, Grocer Kidderminster Pet March 31 Ord March 31
COPPARD, GEORGE, Billingsgate Market, Fish Salesman High Court Pet March 31 Ord March 31
CRUMP, THOMAS, Folkestone, Grocer Canterbury Pet March 31 Ord March 31
DINGLE, ARTHUR, Norwich, Boot Manufacturer Norwich Pet March 25 Ord April 1
EMMENT, JOHN, Waterloo, nr Pembroke Dock, Licensed Victualler Pembroke Dock Pet Feb 2 Ord April 2
ETHERINGTON, DAVID, Taunton, Fishmonger Taunton Pet April 1 Ord April 1
EXLEY, JOHN, Wadsley bridge, Ecclesfield, Yorks, Mason Sheffield Pet April 2 Ord April 2
FIDO, GEORGE, Claverham, nr Yatton, Somerset, Builder Bristol Pet Mar 28 Ord Mar 31
FLETCHER, FRANK, late Finsbury pavement, Accountant High Court Pet Mar 3 Ord April 1
FOX, EDWARD, Duke st, St James's High Court Pet Nov 27 Ord April 1
FOX, WILLIAM, Kingston upon Hull, Plumber Kingston upon Hull Pet Mar 13 Ord Mar 31
FRIEND, CHARLES EDWARD, Shrewsbury, Butcher Shrewsbury Pet Mar 31 Ord Mar 31
GOODALL, FREDERICK JAMES, and EDWIN THRING, High st, Camden Town, Paper Hangers High Court Pet Mar 10 Ord April 2
GOSSAGE, EDWARD THOMAS, Balsall Heath, Worcs, Cabinet Manufacturer Birmingham Pet Mar 17 Ord Mar 24
GRIFFITHS, HOWELL, Llanfaes, co Brecon, Builder Merthyr Tydfil Pet Mar 17 Ord Mar 30
HILDER, GEORGE, Peasmarsh, Sussex, Farmer Hastings Pet Mar 31 Ord Mar 31
HOPKINSON, WILLIAM, Upper Wortley, Leeds, Coal Merchant Leeds Pet Mar 31 Ord Mar 31
JONES, HENRY ERNEST FRANCIS, Clevedon, Grocer Bristol Pet Apr 1 Ord Apr 1
JONES, JOHN, Hafod, Glam, Farmer Pontypridd Pet Apr 1 Ord Apr 1
KNOCK, GEORGE, New Cross rd, Grocer Greenwich Pet Mar 16 Ord Apr 1
LEES, FRANCIS GERALD, Acomb Park, nr York, Esq York Pet Mar 16 Ord Mar 31
MCCOY, JAMES, Prescot, Lancs, late Provision Dealer Liverpool Pet Feb 26 Ord April 1
MIDDLETON, PAUL, Stourport, Worcs, Coal Dealer Kidderminster Pet March 29 Ord March 31
MORGAN, THOMAS, Merthyr Tydfil, Weigher Merthyr Tydfil Pet April 1 Ord April 1
PAYMAN, ABRAHAM, Cheetham, Manchester, Jeweller's Traveller Manchester Pet March 15 Ord April 2
PEET, T. F., Gt Winchester st, Financial Agent High Court Pet Aug 27 Ord April 2
READ, GEORGE, Bristol, Wholesale Grocer Bristol Pet March 25 Ord March 31
ROOPER, HENRY GLOSTER BONFOY, Sutherland pl, Eccleston sq, Gent High Court Pet March 1 Ord April 1
ROWE, JAMES, and TOM WILLIAM ROWE, Leicester, Boot Manufacturers' Managers Leicester Pet March 30 Ord March 31
ROWE, ROBERT, Bradninch, Devon, Butcher Exeter Pet March 31 Ord March 31
SADLER, DAVID MILLERSHIP, The Thorns, nr Stourbridge, Staffs, Fire Brick Manufacturer Stourbridge Pet March 23 Ord March 30
SAYER, CHARLES, Liverpool, Ship Broker Liverpool Pet April 1 Ord April 1
SEARLE, JAMES, Crediton, Devon, Solicitor Exeter Pet Feb 18 Ord March 31
WALLIS, JOHN STICKLAND, Fordington, Dorset, Dairyman Dorchester Pet March 23 Ord April 2
WILLISON, THOMAS, Underbarrow, Westmrld, Farmer Kendal Pet April 1 Ord April 1
WOOD, EDWARD, Macclesfield, Joiner Macclesfield Pet April 1 Ord April 1
WRIGHT, HENRY, Bartlett st, St Leonards rd, Bromley by Bow, late Licensed Victualler High Court Pet March 31 Ord March 31

SALES OF ENSUING WEEK.

April 12.—Messrs. S. WALKER & RUNTZ, at the Mart, E.C., at 2 o'clock, Freehold Building Site (see advertisement, March 26, p. 4).

April 13.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, E.C., at 2 o'clock, Freehold Estate (see advertisement, March 26, p. 4).

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